



# West Virginia Purchasing Division

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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

[List View](#)**General Information**

Contact


Default Values

Discount

Document Information

Procurement Folder: 51530

Procurement Type: Central Purchase Order

Vendor ID:  

Legal Name: MOTOROLA SOLUTIONS INC

Alias/DBA:

Total Bid: \$63,783.38

Response Date:  Response Time: 

SO Doc Code: CRFQ

SO Dept: 0805

SO Doc ID: PTR1500000002

Published Date: 3/23/15

Close Date: 3/31/15

Close Time: 13:30

Status: Closed

Solicitation Description:   

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washington Street East  
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**State Of West Virginia  
 Solicitation Response**

**Proc Folder :** 51530

**Solicitation Description :** Addendum No. 1 Communication Equip.

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-03-31 13:30:00	SR 0805 ESR03301500000002820	1

VENDOR
000000178509 MOTOROLA SOLUTIONS INC

**FOR INFORMATION CONTACT THE BUYER**  
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**Signature X** **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	40-watt remote mounted mobile radios	18.00000	EA	\$3,060.22	

Comm Code	Manufacturer	Specification	Model #
46171625			

**Extended Description :** 40-watt remote mounted mobile radios, such as a Kenwood TK-5820 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Any antennas required for use for all radios to be operable	0.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
46171625			

**Extended Description :** Any antennas required for use for all radios to be operable

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Portable radios with rapid rate charger with trunking option	2.00000	EA	\$2,176.77	

Comm Code	Manufacturer	Specification	Model #
46171625			

**Extended Description :** Portable radios with rapid rate charger with trunking option, such as Kenwood model TK-5320 or Equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Base station configured at RCCAA	1.00000	EA	\$4,345.88	

Comm Code	Manufacturer	Specification	Model #
46171625			

**Extended Description :** Base station configured at RCCAA. Base station should connect to power supply.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Base antenna	1.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
46171625			

**Extended Description :** Base antenna to be installed at RCCAA

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	UPS Power Backup for base station	1.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
46171625			

**Extended Description :** UPS Power Backup for base station. Power supply must include housing for the radio to slide into.



MISSION READY WHEN IT MATTERS MOST

# APX™ 4000 PROJECT 25 PORTABLE RADIO

Chemical spill. Catastrophic storm. Power outage. When every minute matters, you must communicate instantly with other agencies and responders. But how do you prepare for a disaster and keep control of operating costs? That's where the APX™ 4000 P25 portable radio answers the call, expertly and affordably.

The APX 4000 delivers all the benefits of TDMA technology in the smallest P25 capable portable in the industry. Easy to use, tough as nails, a hard value to beat, it seamlessly connects public safety agencies and public works for fast, interoperable communications.

## EVERY INCH AN APX

The APX 4000 leverages the leading attributes of the APX family of P25 TDMA portables. From the 2-microphone design that reduces background noise so you can speak and hear clearly over heavy equipment, diesel engines and sirens to the high-spec RF performance for excellent coverage in challenging environments.

With its easy-to-use interface, color display, intelligent lighting and radio profiles, you get all the power of APX in a compact radio. Plus, you can extend the performance of your radio with a complete portfolio of industry-leading IMPRES smart energy and audio accessories.

## COMPACT AND UNCOMPROMISING

The smallest P25 Phase 2 capable portable, the APX 4000 gets the job done without getting in the way. Simplified controls and a choice of either dedicated volume and channel knobs, or an enlarged multifunction knob, the APX 4000 provides readiness for any type of work setting. And its standard IP67 and MIL-STD certified to withstand dust, heat, shock, drops and water immersion, so you can count on it wherever you need it – at the factory line, power line or fire line.

## P25 PERFORMANCE, INSIDE AND OUT

Loaded with key P25 features to increase safety, the APX 4000 features Mission Critical Wireless, a unique Bluetooth® solution that provides an encrypted link to a high performance earpiece, GPS for quickly locating personnel outdoors, AES encryption for improved security, and over-the-air programming to program radios in the field without interrupting voice operation.

## IMPROVE RESPONSE AND EXPENSES

The APX 4000 is P25 Phase 2 capable for twice the voice capacity so you can add more users without adding more frequencies or infrastructure. And it's backwards and forwards compatible with all Motorola mission critical radio systems, so you can interoperate with confidence while you improve operating expenses.

## POWER UP WITH APX 4000 ACCESSORIES

- Designed, tested and certified for optimum performance with your radio
- Complete portfolio of remote speaker microphones, headsets and Mission Critical Wireless Bluetooth® accessories
- High-powered IMPRES™ batteries that have a slim design to fit the compact radio size

**PRODUCT SPEC SHEET**  
APX™ 4000



**FEATURES AND BENEFITS**

Available in 700/800 MHz, VHF, UHF R1, UHF R2 and 900 MHz bands

Trunking standards supported:

- Clear or digital encrypted ASTRO®25 Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver (6.25 kHz equivalent / 12.5 kHz / 30 kHz / 25 kHz)<sup>1</sup>

Standard with 2 dedicated control knobs for volume and channel changes

Embedded digital signaling (ASTRO & ASTRO 25)

Man Down

Available in 2 models

Integrated GPS capable

Lightbar with Intelligent Lighting

Radio Profiles

Unified Call List

User programmable Voice Announcement

Meets Applicable MIL-STD-810C, D, E, F and G

IP67 standard (submersible 1 meter, 30 minutes)<sup>2</sup>

**Superior Audio Features:**

- 0.5 W high audio speaker
- 2-mic noise canceling technology

Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)

- Supports USB communications
- Built in FLASHport™ support

Full portfolio of accessories including IMPRES batteries, chargers and audio devices<sup>3</sup>

**OPTIONAL FEATURES**

- Mission Critical Wireless<sup>4</sup>
- AES Encryption
- Programming Over Project 25
- Text Messaging
- GPS Location Tracking
- Man Down
- Site Selectable Alert Tones
- P25 Over the Air re-keying
- P25 Link Layer Authentication
- Enhanced Data
- Multifunction Knob
- Rugged Submersible housing (2 meters for 2 hours)<sup>7</sup>

<sup>1</sup> Per the FCC Narrowbanding rules, new products (APX4000 VHF, UHF R1, UHF R2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

<sup>2</sup> Radios meet industry standards (IPX7) for immersion.

<sup>3</sup> Chargers and batteries for the APX 4000 radios do not interoperate with other APX radios.

<sup>4</sup> Compatible with BT 2.0 and HSP and PAN BT Profiles.

<sup>5</sup> When used with a Hazardous Location tested radio.

<sup>6</sup> Only available in multifunction knob model.

<sup>7</sup> Only compatible with 2 knob model.

**TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS**

		700/800	VHF	UHF Range 1	UHF Range 2	900 MHz <sup>6</sup>
Frequency Range/ Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz	896-901, 935-940 MHz
Channel Spacing		25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz	12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj <sup>1</sup>		1-3 Watts Max	1-5 Watts Max	1-5 Watts Max	1-5 Watts Max	1-2.5 Watts Max
Frequency Stability <sup>1</sup> (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting <sup>1</sup>		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±2.5 kHz
Emissions (Conducted and Radiated) <sup>1</sup>		-75 dB	-75 dB	-75 dB	-75 dB	-75 dB
Audio Response <sup>1</sup>		+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	25 kHz 12.5 kHz	-47 dB -45 dB	-47 dB -47 dB	-47 dB -45 dB	-47 dB -45 dB	-45 dB
Audio Distortion <sup>1</sup>	25 kHz 12.5 kHz	1.00%	1.00%	1.00%	1.00%	1.00%

**BATTERIES FOR APX 4000**

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 1900 mAh IP67	114.5x55.04x17.85	150 grams	NNTN8128A	1900 mAh
Li-Ion IMPRES 2300 mAh IP67 Non-HazLoc	114.5x55.04x23.15	160 grams	PMNN4424AR	2300 mAh
Li-Ion IMPRES 2300 mAh IP67 HazLoc <sup>5</sup>	114.5x55.04x23.15	180 grams	NNTN8560A	2300 mAh

**PRODUCT SPEC SHEET**

APX™ 4000



**MODEL 2**



**MODEL 3**

RADIO MODELS		
	MODEL 2	MODEL 3
Display	Full bitmap color LCD display 3 lines of text x 14 characters 1 line of icons 1 menu line x 3 menus White backlight	Full bitmap color LCD display 3 lines of text x 14 characters 1 line of icons 1 menu line x 3 menus White backlight
Keypad	Backlight keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlight keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons
Channel Capacity	512	512
FLASHport Memory	64 MB	64 MB
700/800 MHz (763-870 MHz)	H51UCF9PW6AN Q360GK	H51UCH9PW7AN Q360GK
VHF (136-174 MHz)	H51KDF9PW6AN Q360GX	H51KDH9PW7AN Q360GX
UHF Range 1 (380-470 MHz)	H51QDF9PW6AN Q360GL	H51QDH9PW7AN Q360GL
UHF Range 2 (450-520 MHz)	H51SDF9PW6AN Q360HA	H51SDH9PW7AN Q360HA
900 MHz (896-940 MHz)	H51WCF9PW6AN Q360JF	H51WCH9PW7AN Q360JE
Buttons & Switches	Large PTT button ■ Angled On/Off Volume Control ■ 16 position top-mounted rotary switch ■ Orange emergency button ■ 3 programmable side buttons	

**TRANSMITTER CERTIFICATION**

700/800 (764-869 MHz)	AZ489FT7049
VHF (136-174 MHz)	AZ489FT3828
UHF Range 1 (380-470 MHz)	AZ489FT4905
UHF Range 2 (450-520 MHz)	AZ489FT4910
900 MHz (896-901, 935-940 MHz)	AZ489FT5864

**FCC EMISSIONS DESIGNATORS**

FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E*
FCC Emissions Designators for 900 MHz	11K0F3E, 8K10F1D, 8K10F1E, 8K10F1W

**POWER SUPPLY**

Power Supply	One rechargeable Li-Ion 1900 mAh battery standard, or 2300 mAh/2700 mAh high cap Li-Ion.
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\* Per the FCC Narrowbanding rules, new products (APX4000 VHF, UHF1, UHF2 ) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

**RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS**

		700/800	VHF	UHF Range 1	UHF Range 2	900 MHz
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz	935-940 MHz
Channel Spacing		25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz	12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated <sup>1</sup>		500mW	500mW	500mW	500mW	500mW
Frequency Stability <sup>1</sup> (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Analog Sensitivity <sup>2</sup>	12 dB SINAD	0.266µV	0.216µV	0.234µV	0.234µV	0.236µV
Digital Sensitivity <sup>4</sup>	1% BER (800 MHz)	0.400µV	0.277µV	0.307µV	0.307µV	0.33µV
	5% BER	0.266µV	0.188µV	0.207µV	0.207µV	0.222µV
Selectivity <sup>1</sup>	25 kHz channel	-76 dB	-76 dB	-76 dB	-76 dB	-67 dB
	12.5 kHz channel	-67 dB	-70 dB	-67 dB	-67 dB	-67 dB
Intermodulation		-75 dB	-76 dB	-77 dB	-77 dB	-75 dB
Spurious Rejection		-76.6 dB	-85 dB	-80.3 dB	-90 dB	-80 dB
FM Hum and Noise	25 kHz	-53 dB	-51 dB	-50 dB	-50 dB	-47 dB
	12.5 kHz	-47 dB	-45 dB	-45 dB	-45 dB	-47 dB
Audio Distortion <sup>1</sup>		1.00%	1.00%	1.00%	1.00%	1.00%



**PRODUCT SPEC SHEET**  
APX™ 4000

<b>PORTABLE MILITARY STANDARDS 810 C, D, E, F &amp; G</b>										
	<b>MIL-STD 810C</b>		<b>MIL-STD 810D</b>		<b>MIL-STD 810E</b>		<b>MIL-STD 810F</b>		<b>MIL-STD 810G</b>	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

<b>DIMENSIONS OF THE RADIOS WITHOUT BATTERY</b>				<b>GPS SPECIFICATIONS</b>	
	<b>Inches (1 knob/2 knob)</b>	<b>Millimeters (1 knob/2 knob)</b>			
Length	5.26/5.42	133/137.7	Channels		12
Width Push-To-Talk button	2.37/2.42	60.2/61.4	Tracking Sensitivity		-159 dBm
Depth Push-To-Talk button	1.72/1.41	43.6/35.75	Accuracy <sup>5</sup>		<10 meters (95%)
Width Top	2.56/2.62	65/66.55	Cold Start		<60 seconds (95%)
Depth Top	2.13/1.84	43/46.7	Hot Start		<10 seconds (95%)
Weight of the radios without battery	9.17 oz/10.05 oz	260 g/285 g	Mode of Operation		Autonomous (Non-Assisted) GPS

<b>ENCRYPTION</b>		<b>ENVIRONMENTAL SPECIFICATIONS</b>	
Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL	Operating Temperature <sup>6</sup>	-30°C / +60°C
Encryption Algorithm Capacity	8	Storage Temperature <sup>6</sup>	-40°C / +85°C
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)	Humidity	Per MIL-STD
Encryption Frame Re-sync Interval	P25 CAI 300 mSec	ESD	IEC 801-2 KV
Encryption Keying	Key Loader	Water and Dust Intrusion	IP67
Synchronization	XL – Counter Addressing OFB – Output Feedback	Immersion	MIL-STD 512.X/I
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator		
Encryption Type	Digital		
Key Storage	Tamper protected volatile or non-volatile memory		
Key Erasure	Keyboard command and tamper detection		
Standards	FIPS 140-2 Level 3; FIPS 197		

<sup>1</sup> Measured in the analog mode per TIA / EIA 603 under nominal conditions  
<sup>2</sup> When used with an FM approved intrinsically safe radio  
<sup>3</sup> Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.  
<sup>4</sup> Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.  
<sup>5</sup> Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal -130 dBm signal strength).  
<sup>6</sup> Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to ensure best performance.  
 Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

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R3-4-2050D





**BE BETTER EQUIPPED TO BE MISSION READY**

# APX™ 4500 PROJECT 25 MOBILE RADIO

A downed power line or the city transit system coming to a halt during rush hour, when the unexpected strikes, you must interoperate seamlessly and securely with other agencies and responders – often across multiple Project 25 (P25) systems. You need to instantly connect and be informed to make better decisions and respond effectively. While the advanced technology of APX™ radios expertly equips you for the unexpected, your organization may be challenged to improve operating expenses.

That's where the APX 4500 P25 mobile radio fits the bill perfectly. It delivers all the benefits of TDMA technology in a compact P25 capable mobile. The APX 4500 brings together powerful technology in an easy-to-use radio that's easy on your budget. It seamlessly unifies public works, utility, rural public safety and transportation users to first responders so they can communicate effectively in the moments that matter.

## **CONVENIENTLY SMALL, EASY TO INSTALL**

The APX 4500 is designed to get the job done without getting in the way. A simplified dash mount design makes installation quick and easy, fitting into the existing XTL™ footprint so you can reuse mounting holes and cables.

Count on the APX 4500 to withstand wet, dusty and hazardous conditions, too. Its IP56 durability rating is the highest level of certification for uncompromising durability and world class quality in a mobile performer you can hose down.

## **KEEPS CREWS IN TOUCH, AND UP TO THE MINUTE**

Safety runs in the APX family and the APX 4500 mobile is no exception. Like all our APX P25 radios trusted by responders worldwide, the APX 4500 mobile redefines safety. Your crews can count on quick, seamless interoperability and extended range – whether they are talking from the top of a pole or the bottom of a trench. You can depend on AES encryption for secure, tamperproof voice and data communications every time they connect.

With integrated GPS in the APX 4500, you can keep an eye on workers and assets you can't see, tracking their locations continuously. The O2 control head with color display is easy to read and operate in all lighting conditions, from bright sunlight to dark streets. The intelligent lighting on the O2 control head notifies your workers when a call is received, an emergency arises, or when they are out of range. Plus, an enlarged multifunction knob makes it easy to use talk-group and volume settings when they're wearing gloves.

Over-the-air programming on the APX 4500 keeps your crews current in the field. You can update the latest mobile without interrupting voice communications while they work.

## **SIZED RIGHT FOR YOUR BUDGET**

The APX 4500 lets you reuse many accessories which utilize the O5 and O3 control heads on XTL radios, so you can maximize your investment while you benefit from the latest technology. Since the APX 4500 is P25 Phase 2 capable for twice the voice capacity, you can add more users without adding more frequencies or infrastructure. It is backwards and forwards compatible with all Motorola mission critical radio systems, so you can interoperate with confidence while you improve operating expenses.

**PRODUCT SPEC SHEET**  
APX™ 4500 MOBILE RADIO



## APX™ 4500 SPECIFICATIONS

### FEATURES AND BENEFITS:

Available in 700/800 MHz, VHF, UHF1, UHF2, and 900 MHz. Supports NPCS band (901-902 MHz and 940-941 MHz)

Channels: Standard 512

Trunking Standards supported:

- Clear or digital encrypted Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver (6.25kHz/12.5kHz/25kHz/30 kHz)

Embedded digital signaling (ASTRO and ASTRO 25)

Integrated GPS capable

Integrated Encryption Hardware

Intelligent lighting

Radio profiles

Unified Call List

Meets applicable MIL-STD 810C, D, E, F, G

Ships standard IP56

Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)

- Supports USB Communications
- Built in FLASHport™ support

Re-use of most XTL™ accessories, plus new IMPRES accessories

### OPTIONAL FEATURES:

AES Encryption

Programming over Project 25 (POP25)

Text Messaging

12 character RF ID asset tracking

Tactical OTAR

## APX 4500 CONTROL HEAD PORTFOLIO



### 02 RUGGED CONTROL HEAD

- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Built in 7.5 watt speaker
- Multifunction volume/channel knob
- Night/day mode button

**PRODUCT SPEC SHEET**  
**APX™ 4500 MOBILE RADIO**

<b>TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS</b>												
	<b>700 MHz</b>		<b>800 MHz</b>		<b>VHF</b>		<b>UHF Range 1</b>		<b>UHF Range 2</b>		<b>900 MHz</b>	
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz		806-824 MHz 851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz		896-902MHz 935-941MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz		12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power Adj*	10-30 Watts		10-35 Watts		10-50 Watts		10-40 Watts		10-45 Watts (450-485 MHz) 10-40 Watts (485-512 MHz) 10-25 Watts (512-520 MHz)		1-30W 896-901MHz 935-940MHz 1-3W 901-902MHz 940-941MHz	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Modulation Limiting*	±5 kHz / ±2.5 kHz		±5 kHz/±4 kHz (NPSAPC) /±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz		±2.5 kHz	
Modulation Fidelity (C4FM) 12.5kHz Digital Channel	1.5%		1.5%		2.5%		1.1%		1.1%		1.5%	
Emissions*	Conducted+ -75/-85 dBc	Radiated+ -20/-40 dBm	Conducted -75 dBc	Radiated -20 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted+ -70 dBc	Radiated+ -20 dBm
Audio Response*	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise	25 & 20 kHz 12.5 kHz	-50 dB -48 dB	-50 dB -48 dB	-50 dB -48 dB	-53 dB -52 dB	-53 dB -50 dB	-53 dB -50 dB	-53 dB -50 dB	-53 dB -50 dB	-53 dB -50 dB	-	-45 dB
Audio Distortion*	25 & 20 kHz 12.5 kHz	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	-	0.80 %

<b>RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS</b>												
	<b>700 MHz</b>		<b>800 MHz</b>		<b>VHF</b>		<b>UHF Range 1</b>		<b>UHF Range 2</b>		<b>900 MHz</b>	
Frequency Range/Bandsplits	764-776 MHz		851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz		935-941MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz		12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power at 3% distortion*	7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++		7.5 W or 15 W ++	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Analog Sensitivity*	12 dB SINAD	-121 dBm	-121 dBm	-121 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Pre-Amp -123 dBm	Standard -119 dBm	Standard -120dBm	Standard -121dBm
Digital Sensitivity	5% BER	-121.5 dBm	-121.5 dBm	-121.5 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm	-123 dBm	-119 dBm	-121dBm	-121dBm
Intermodulation	25 kHz 12.5 kHz	82 dB 82 dB	82 dB 82 dB	82 dB 82 dB	84 dB 85 dB	86 dB 86 dB	82 dB 83 dB	86 dB 85 dB	82 dB 83 dB	86 dB 85 dB	-	82 dB
Spurious Rejection		91 dB	91 dB	91 dB	95 dB	93 dB	93 dB	93 dB	93 dB	93 dB	91 dB	91 dB
Audio Distortion at rated*		2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %	2 %
Selectivity*	25 kHz 12.5 kHz 30 kHz	85 dB 75 dB —	85 dB 75 dB —	85 dB 75 dB —	89 dB 77 dB 90 dB	83 dB 72 dB —	83 dB 72 dB —	83 dB 72 dB —	83 dB 72 dB —	83 dB 72 dB —	—	74dB —

<b>DIMENSIONS</b>		
	<b>Inches</b>	<b>Millimeters</b>
Mid Power Radio Transceiver	2 x 7 x 6.4	50.8 x 178 x 163
O2 Control Head	2.7 x 8.1 x 2.1	69 x 207 x 53
Mid Power Radio Transceiver and O2 Control Head - Dash Mount	2.7 x 8.1 x 8.8	69 x 207 x 223
Mid Power Radio Transceiver and O2 Control Head Weight	5.28 lbs	2.45 kg

<b>SIGNALING (ASTRO MODE)</b>	
Signaling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO® Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

<b>RADIO MODELS</b>	
700/800 (763-870 MHz)	M24URSS9PW1AN
VHF (136-174 MHz)	M24KSS9PW1AN
UHF Range 1 (380-470 MHz)	M24QSS9PW1AN
UHF Range 2 (450-520 MHz)	M24SSS9PW1AN

<b>GPS SPECIFICATIONS</b>	
Channels	12
Tracking Sensitivity	-153 dBm
Accuracy**	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

**PRODUCT SPEC SHEET**  
**APX™ 4500 MOBILE RADIO**

**POWER AND BATTERY DRAIN**

Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz, 896-941MHz					
Minimum RF Power Output	2-30 Watts (764-776 MHz), 2-30 Watts (794-806 MHz), 2-35 Watts (806-824 MHz), 2-35 Watts (851-870 MHz), 1-50 Watts (136-174 MHz), 1-40 Watts (380-470 MHz), 1-45 Watts (450-485 MHz), 1-40 Watts (485-512 MHz), 1-25 Watts (512-520 MHz), 1-30Watts (896-901MHz), 1-3Watts (901-902MHz), 1-30W (935-940MHz), 1-3Watts (940-941MHz)					
Operation	13.8V DC ±20% Negative Ground					
Standby at 13.8V	0.85A (764-870 MHz), 0.85A (136-174 MHz), 0.85A (380-470 MHz), 0.85A (450-520 MHz)					
Receive Current at Rated Audio at 13.8V	3.2A (764-870 MHz), 3.2A (136-174 MHz), 3.2A (380-470 MHz), 3.2A (450-520 MHz)					
Transmit Current (A) at Rated Power	136-174 MHz (10-50 Watt)	13A (50W)	8A (15W)	764-870 MHz (2***-35W)	12A (35W)	8A (15W)
	380-470 MHz (10-40 Watt)	11A (40W)	8A (15W)	896-901MHz (1-30W)	10A (30W)	7A(15W)
	380-470 MHz (10-40 Watt)	11A (45W)	8A (15W)	935-940MHz(1-30W)	10A (30W)	7A(15W)
				901-902MHz(1-3W)	5A (3W)	
				940-941MHz( 1-3W)	5A (3W)	

**MOBILE MILITARY STANDARDS 810 C, D, E, F, G**

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature Storage	501.1	I	501.2	I/A1	501.3	I/A1	501.4	I/Hot	501.5	I/A1
High Temperature Operation	501.1	II	501.2	II/A1	501.3	II/A1	501.4	II/Hot	501.5	II
Low Temperature Storage	502.1	I	502.2	I/C3	502.3	I/C3	502.4	I/C3	502.5	I/C3
Low Temperature Operation	502.1	I	502.2	II/C1	502.3	II/C1	502.4	II/C1	502.5	II
Temperature Shock	503.1	-	503.2	I/A1-C3	503.3	I/A1-C3	503.4	I/Hot-C3	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain Blowing	506.1	I	506.2	I	506.3	I	506.4	I	506.5	I
Rain Steady	506.1	II	506.2	II	506.3	II	506.4	III	506.5	III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.5	II-Aggravated
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand		-	510.2	II	510.3	II	510.4	II	510.5	II
Vibration Min. Integrity	514.2	VIII/F, Curve-W	514.3	I/10	514.4	I/10	514.5	I/24	514.6	I-Cat.24
Vibration Loose Cargo	514.2	XI	514.3	II/3	514.4	II/3	514.5	II/5	514.6	-
Shock Functional	516.2	I	516.3	I	516.4	I	516.5	I	516.6	I, V, VI

**ENCRYPTION**

Supported Encryption Algorithms	AES and ADP
Encryption Algorithm Capacity	Single
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing, OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology(NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

\* Measured in the analog mode per TIA/EIA 603 under nominal conditions  
 \*\* Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal -130 dBm signal strength)  
 + Specs includes performance for the non-GNSS/GNSS bands  
 ++ Output power in to 8 and 3.2 Ohm external speakers respectively

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. [www.motorolasolutions.com](http://www.motorolasolutions.com)

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**ENVIRONMENTAL SPECIFICATIONS**

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP56, MIL-STD

**TRANSMITTER CERTIFICATION**

700/800 (764-775, 793-805, 806-824, 851-869 MHz)	AZ492FT7055
VHF (136-174 MHz)	AZ492FT4916
UHF R1 (380-470 MHz)	AZ492FT3826
UHF R2 (450-520 MHz)	AZ492FT4915
900 MHz (896-901, 901-902, 935-940, 940-941 MHz)	AZ492FT5865

**FCC EMISSIONS DESIGNATORS**

FCC Emissions Designators	8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E, 10K0F3E (for AZ492FT5865 only)
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**SOLICITATION NUMBER: PTR1500000002**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as BMS14028 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To publish responses to vendor questions.
2. The bid opening date remains 03/31/2015 at 1:30 P.M. EST.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# Attachment A

## DIVISION OF PUBLIC TRANSIT RESPONSES TO TECHNICAL QUESTIONS

### CRFQ 0805 PTR15\*2 – Communication System for RCCAA

#### TECHNICAL QUESTIONS FROM AMK SERVICES, LLC

1A. Question It appears these radios need to be UHF, is that correct?

Response Yes, the radios need to be Ultra High Frequency (UHF), the range of 300 MHz and 3GHz.

2A. Question Do you require the radios to be P25 upgradable, and if so is this conventional or trunking?

Response Yes; Section 3.1.3 states, "Mobile and Portable radios must be capable of analog conventional and P-25 operation in the same zone where back-to-back conventional and trunking capability can be achieved with a manual zone change. This operation of manual zone change should be covered in training."

3A. Question There are Kenwood examples, but is your organization open to other brands (especially if they offer more)?

Response Yes; Sections 3.2.1 and 3.2.3 request Kenwood models, or equals.

4A. Question Do we need to verify we are set up as a vendor on the WV State contract before quoting this RFQ?

Response No. Registration with the State of West Virginia is not required for bidding. However; vendor must be properly registered before a Purchase Order will be issued.

5A. Question If there are any additional questions that we have, may we contact you at any time?

Response Questions may be submitted by email to Melissa Pettrey @ [melissa.k.pettrey@wv.gov](mailto:melissa.k.pettrey@wv.gov) until the deadline of March 18, 2015.



AMK SERVICES, LLC, received 3/17/15

1B. Question Please confirm that no installation services are required for mobiles or base.

Response Mobile radios and base station will be installed by the vendor. 3.1.10 states. "Contract must include any needed travel, labor, programming, hardware, software, licenses, turn-on fees, shipping, and any other item or service **to install fully functional equipment.**"

3.2.5 states, "One (1) base antenna to be installed by RCCAA."

2B. Question Item 5 – Base Antenna  
1) Are there any additional specs available?  
2) What type (directional/omni/yagi/etc) and how much gain?  
3) Is coax (length), mounting hardware (type) and /or grounding equipment required for the antenna?

Response 1) No, no additional specs available. 3.1.8 states "Contract must include any antennas required for use."

2) See 2B. 1.

3) All items needed to operate fully functioning base antenna are required.

3B. Question Programming is required. Will WV work with us to accomplish this? How much time do we need to factor? **3.1.10 Contract must include any needed travel, labor, programming, hardware, software, licenses, turn-on fees, shipping, and any other item or service to install fully functional equipment. \* Bid must include all shipping, delivery, handling, and programming charges**

Response The Division expects the bid to include charges relating to the programming of 18 mobile radios, 2 portable radios, and a base station. The vendor should base the time needed to do this on past experience. The Division will pay the vendor according to the bid.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PTR150000002**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Motorola Solutions, Inc.

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

March 26, 2015

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



March 26, 2015

Melissa Pettrey  
Bid Clerk  
Department of Administration Purchasing Division  
2019 Washington, St E  
Charleston, WV 25305

Subject: PTR1500000002, Bid Response

Dear Ms. Pettrey:

This response consists of this cover letter, the completed RFP response, and supplemental terms and conditions. Please direct any questions to your Motorola account executive, Peter Marotta, at (304) 860-5051.

Motorola appreciates your interest in our company, products, and services. We look forward to continuing our relationship and implementing this project.

Sincerely,  
MOTOROLA SOLUTIONS, INC.

A handwritten signature in black ink, appearing to read 'J. Wasni'.

Jacquelyn M. Wasni  
MSSSI Vice President  
North America Government Markets

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Motorola Solutions, Inc.; Jacquelyn M. Wasni, MSSSI Vice President

Authorized Signature: *JM Wasni* Date: March 26, 2015

State of Maryland

County of Howard, to-wit:

Taken, subscribed, and sworn to before me this 26 day of March, 2015.

My Commission expires October 16, 2017.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** *Regan Baxter*

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - ~~The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.~~
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: Motorola Solutions, Inc. \_\_\_\_\_

Signed: \_\_\_\_\_

Signed:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: MSSI Vice President \_\_\_\_\_

Date: \_\_\_\_\_

Date: March 26, 2015 \_\_\_\_\_

**Agreement Addendum to WV-96**

The vendor and the agency agree to delete Paragraph 13 of the WV-96 Agreement Addendum and insert in lieu thereof the following:

"Vendor agrees to indemnify Agency for the negligent or intentional acts of its officers, employees, servants and agent in connection with the performance of this Agreement. Except for claims related to personal injury, death, or damages to personal property, Vendor's total liability shall be limited to its warranty and the contract value. In no event shall Vendor be liable for special, consequential, or incidental damages."

ACCEPTED BY:

STATE OF WEST VIRGINIA

MOTOROLA SOLUTIONS, INC.

Signed: \_\_\_\_\_

Signed: *JM Wash*

Title: \_\_\_\_\_

Title: MSSSI Vice President

Date: \_\_\_\_\_

Date: March 26, 2015

\* This addendum is subject to acceptance of the attached addendum modification that the parties have previously agreed to.

APPROVED AS TO FORM PRIOR TO  
ACKNOWLEDGEMENT THEREOF, THIS  
2nd day of February, 2009  
DARRELL V. MCGRAW, JR.  
ATTORNEY GENERAL  
By: *Sawyer Wayfield*  
DEPUTY ATTORNEY GENERAL

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit to establish a contract for the one time purchase of a radio system to be used on the 911 system including delivery and training. Mobile radios and portable radios will be purchased.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "CFDA" means Catalog of Federal Domestic Assistance.

2.2 "Contract Item" means vehicle mounted radios and base stations for dispatching.

2.3 "DOT" means Department of Transportation

2.4 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested.

2.5 "Project 25 (P25)" is the interoperability standards for emergency response in North American communications.

2.6 "Rapid Rate Charger" is an optional radio device that rapidly charges batteries on or off the radio in one to three hours.

2.7 "RCCAA" means Raleigh County Community Action Association, the end user.

2.8 "RFQ" means the official request for quotation published by the Purchasing Division.

2.9 "SIRN" references the WV Statewide Interoperable Radio Network

2.10 "TRUNKING OPTION" Trunking is a type of radio format that allows the radios to work on the state system.

2.11 "UPS" or Uninterruptible Power Supplies

2.12 "WV" means West Virginia

### 3. GENERAL REQUIREMENTS:

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Any radio must be on SIRN Approved Equipment List to assure compatibility with the State Radio System.

- 3.1.2 Radios must cover Raleigh and Fayette Counties.
- 3.1.3 Mobile and Portable radios must be capable of analog conventional and P-25 operation in the same zone where back-to-back conventional and trunking capability can be achieved with a manual zone change. This operation of manual zone change should be covered in training.
- 3.1.4 Mobile radio must be minimum 40 watt P-25 and Analog Conventional operation.
- 3.1.5 Portable radio must be minimum 5 watt P-25 and Analog Conventional operation.
- 3.1.6 Mobile radio must come with external min 4 watt speaker.
- 3.1.7 Mobile radio must come with remote mount and any additional hardware required for mounting.
- 3.1.8 Contract must include any antennas required for use.
- 3.1.9 Vendor must provide cost including delivery at RCCAA, in Raleigh County, WV. RCCAA will be responsible for Base Antenna installation. Address: 111 Willow Lane, Beckley, WV 25801
- 3.1.10 Contract must include any needed travel, labor, programming, hardware, software, licenses, turn-on fees, shipping, and any other item or service to install fully functional equipment.
- 3.1.11 Vendor bidding alternatives to brand or model numbers specified should submit documentation with the bid. Documentation will be required upon request prior to award.
- 3.2 **Radios for Raleigh County Community Action Association (RCCAA)**
  - 3.2.1 Eighteen (18) 40 watt remote mounted mobile radios, such as a Kenwood TK-5820 or equal
  - 3.2.2 Any antennas required for use for all radios to be operable
  - 3.2.3 Two (2) portable radios Kenwood model TK-5320 with rapid rate charger, or equal, with trunking option
  - 3.2.4 One (1) base station configured at RCCAA. Base station should connect to power supply.
  - 3.2.5 One (1) base antenna to be installed by RCCAA
  - 3.2.6 One (1) UPS Power Backup for base station. Power supply must include housing for the radio to slide into.
  - 3.2.7 Vendor bidding alternatives to brand or model numbers specified should submit documentation with the bid. Documentation will be required upon request prior to award.
- 3.3 **Federal Terms and Conditions**
  - 3.3.1 **Notification of Federal Participation** Federal funding for this project is being provided by the Federal Transit Administration through 5311 CFDA 20.513 funds for 80% of the project cost.
  - 3.3.2 **No Federal Government Obligations to Third Parties**
    - 3.3.2.1 The WV Division of Public Transit and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
    - 3.3.2.2 The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
  - 3.3.3 **Program Fraud and False or Fraudulent Statements or Related Acts**
    - 3.3.3.1 The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration (FTA) assisted project for which this contract work is



being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

**3.3.3.2** The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

**3.3.3.3** The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**3.3.4 Exclusionary or Discriminatory Specifications** The Vendor agrees that it will comply with the requirements of 49 U.S.C. § 5325(h) by refraining from using any Federal assistance awarded by the WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

**3.3.5 Geographic Restrictions** The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the Division) to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

**Therefore, the in-state vendor preference shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.**

**3.3.6 Access to Third Party Contract Records** The Vendor agrees to permit the WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

**3.3.7 Disadvantaged Business Enterprise (DBE)** The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the WV Department of Transportation's (WVDOT) U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the WV Division of Public Transit deems appropriate.

**3.3.8 Civil Rights** The following requirements apply to the underlying contract:

**3.3.8.1 Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, *et seq.*, Section 102 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, and Federal transit law at 49 U.S.C. § 5332, as amended by MAP 21, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, religion, sex, disability or age. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.

**3.3.8.2** Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

**3.3.8.2.1** Race, Color, National Origin, Religion, Sex, Disability or Age. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, national origin, religion, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

**3.3.8.2.2** Age. In accordance with Section 4 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.* and implementing regulations, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

**3.3.8.2.3** Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

**3.3.8.3** The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**3.3.9** **Energy Conservation** The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

**3.3.10** **Clean Air & Water Requirements**

**3.3.10.1** The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Vendor agrees to report each violation to the WV Division of Public Transit and understands and agrees

that the WV Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**3.3.10.2** The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

**3.3.11 Application of Federal, State and Local Laws and Regulations** To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

**3.3.12 Labor Provisions** The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 *et seq.*, esp. § 3702 & 3704) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

**3.3.12.1 Overtime Requirements.** No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**3.3.12.2 Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (2) of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.

**3.3.12.3 Withholding for Unpaid Wages and Liquidated Damages.** The WV Division of Public Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

**3.3.12.4 Subcontracts.** The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**3.3.12.5 Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**3.3.12.6** Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- 3.3.13 Termination** Termination, whether for convenience or for cause, will be governed by WV State Purchasing procedures.
- 3.3.14 Prohibited Interest** No employee, officer, board member, agent or their family members of the WV Division of Public Transit may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.
- 3.3.15 Preference for Recycled Products** The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 3.3.16 Metric System** As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et. seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.
- 3.3.17 Hold Harmless** The Vendor agrees to protect, defend, indemnify and hold the WV Division of Public Transit, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
- 3.3.18 Licensing and Permits** The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.
- 3.3.19 Compliance with Laws and Permits** The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but

not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the WV Division of Public Transit certificates of compliance with all such laws, orders, and regulations.

**3.3.20 Prompt Payment** The prime Contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. This clause applies to both DBE and non-DBE subcontractors.

**3.3.21 Cargo Preference** The Vendor agrees:

**3.3.21.1** To utilize privately owned United States--Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States--Flag commercial vessels;

**3.3.21.2** To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill of lading in English for each shipment of cargo described in the paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Division of Public Transit (through the Vendor in the case of a subcontractor's bill of lading.)

**3.3.21.3** To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**3.3.22 Federal Regulation Changes** Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(20) dated October 1, 2013) between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

**3.3.23 Severability** In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

**3.3.24 Accessibility** Vendor agrees that products provided shall be in accordance with the 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

**3.3.25 FTA Terms** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any WV Division of Public Transit requests that would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

- 3.3.26 Buy America Certification** Vendor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offerer must submit to the Division of Public Transit the appropriate Buy America certification on **Bid Form #2** with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.
- 3.3.27 Debarment and Suspension** Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.S. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The vendor agrees to, and assures that any other participant at any tier of the project will review the "Excluded Parties Listing System" at <http://epls.gov/> (to be transferred to <https://www.sam.gov>), before entering into any other arrangement in connection with the project. The certification in this clause is a material representation of fact relied upon by the WV Division of Public Transit. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the WV Division of Public Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions. All Vendors shall be required to certify that they are not on the Comptroller General's list of ineligible contractors on **Bid Form #3**.
- 3.3.28 Restrictions on Lobbying** Every Vendor who applies or bids for an award of \$100,000 or more shall file the certification on **Bid Form #4** required by C.P.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Division of Public Transit.
- 3.3.29 Bankruptcy** Please see bankruptcy clause under the Purchasing Division's "General Terms and Conditions": #37 Bankruptcy.

#### **4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost including any needed travel, labor, programming, hardware, software, antennas, licenses, turn-on fees, shipping, and any other item or service to install fully functional equipment, as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by listing the total price for the radios, including delivery, and travel. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

#### **4.3 Bid Protests**

**4.3.1 Protest procedures** Vendors have the option of protesting certain decisions made by the Purchasing Division. Protests based on bid specifications must be submitted no later than five (5) working days **prior** to the bid opening. Protest of purchase order/contract awards must be submitted no later than five (5) working days **after** the award. The vendor is responsible for knowing the bid opening and award dates. All protests must be submitted in writing to the Purchasing Director and contain the following information:

- 4.3.1.1 Name and address of the protestor,
- 4.3.1.2 Requisition/purchase order/contract number(s),
- 4.3.1.3 Statement of the grounds for protest,
- 4.3.1.4 Supporting documentation (if necessary), and
- 4.3.1.5 Resolution or relief sought.

*Failure to submit this information will be grounds for rejection of the protest.*

The Purchasing Director or his designee will review the matter of the protest and issue a written decision. A hearing may be conducted at the option of the Purchasing Director or designee. Continuation or delay of the purchase order/contract award process is at the discretion of the Purchasing Director.

The Purchasing Division reserves the right to refuse to review any protest where the matter involved is the subject of litigation before a court of competent jurisdiction, has previously been decided on the merits by a court of competent jurisdiction, or has been decided in a previous protest by the Purchasing Division. The provisions of this subsection do not apply where the court requests, expects, or otherwise expresses interest in the decision of the state.

**4.3.2 Federal Appeals Process** Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

**4.3.2.1 Requirements for the Protester.** The protester must:

**4.3.2.1.1 Qualify as an "Interested Party."** Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offer or whose direct economic interest would be affected by the award or failure to award the contract at issue.

**4.3.2.1.1.1 Subcontractors.** A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement

**4.3.2.1.1.2 Consortia/Joint Ventures/Partnerships/Teams.** An established consortium, joint venture, partnership, or team that is an actual bidder or offer or and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a

direct economic interest in the results of the procurement.

4.3.2.1.1.3 Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

4.3.2.1.2 Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the WV Division of Public Transit's protest procedures to completion before appealing the WV Division of Public Transit's decision to FTA.

4.3.2.1.3 Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Division of Public Transit's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the WV Division of Public Transit's failure to have or failure to comply with its protest procedures or failure to review the protest.

4.3.2.2 Extent of FTA Review. FTA limits its review of protests to:

4.3.2.2.1 Failure of the Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the Division of Public Transit to review a complaint or protest.

4.3.2.2.2 Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.

4.3.2.2.3 Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, eg., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 6.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

4.3.2.3 . FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the Division of Public Transit's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

## 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**5.2 Prompt Payment:** The prime Contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or



postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. This clause applies to both DBE and non-DBE subcontractors.

## **6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 90 working days working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Raleigh County Community Action Association at 111 Willow Lane, Beckley, 25801. All delivery fees are included in the bid price, and no additional fees may be charged.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

## **7 VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

## REQUIRED BID FORMS

The following certifications must be properly **completed and furnished** by the **OFFERER** as part of the bid. Failure to submit any of these certifications **shall** deem the bid **non-responsive**.

BID FORM#2  
BUY AMERICA CERTIFICATION  
*Bidder or offerer to complete correct certification.*

**Certificate of Compliance with Section 165(a)**

The bidder or offerer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name


\_\_\_\_\_  
Title

**Certificate for Non-Compliance with Section 165(a)**

The bidder or offerer hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Act of 1982, as amended, and the regulations in 49 CFR 661.7.

\_\_\_\_\_  
March 26, 2015

Date

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Motorola Solutions, Inc.

Company Name

\_\_\_\_\_  
Jacquelyn M. Wasni

Name

\_\_\_\_\_  
MSSSI Vice President

Title

**BID FORM #3**  
**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING**

***DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS***

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), Motorola Solutions, Inc. (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),  
Motorola Solutions, Inc. CERTIFIES OR  
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS  
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31  
U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.



MSSSI Vice President

Signature and Title of Authorized Official

REQUEST FOR QUOTATION  
PTR14051 Mobile radios and base station

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BID FORM #4  
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The (Vendor, Contractor), Motorola Solutions, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C. §§ 3801, et seq., apply to this certification and disclosure.

March 31, 2015  
Date

  
Authorized Signature

MSSSI Vice President  
Title

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.



4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.



- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

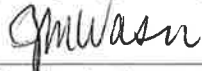
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Motorola Solutions, Inc.

(Company)



Jacquelyn M. Wasni, MSSSI Vice President

(Authorized Signature) (Representative Name, Title)

410-712-4896 410-712-4996 March 26, 2015

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: PTR150000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Motorola Solutions, Inc.  
Company

  
Authorized Signature

March 26, 2015  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.