

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

State of West Virginia Master Agreement

Order Date: 2015-03-31

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

Order Number: CMA 0612 9102 DPS1500000005	Procurement Folder: 70115	_
Document Name: SWC for P-25 mobile and portable dual/single band radios	Reason for Modification:	_
Document Description: Statewide Contract Radios mobile/portable dual/single bands		
Procurement Type: Central Sole Source		
Buyer Name: Tara Lyle		
Telephone: (304) 558-2544		_
Email: tara.i.iyle@wv.gov		-
Shipping Method: Best Way	Effective Start Date: 2015-04-01	_
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-03-31	

MOTOROLA SOLUTIONS INC 1301 E ALGONQUIN RD

Requestor Name: Carole Woodyard Requestor Phone: (304) 746-2141

Requestor Email: carole.a.woodyard@wvsp.gov

SCHAUMBURG

IL 60196

US

Vendor Contact Phone: (999) 999-9999

Extension:

Discount Percentage: 0.0000

Discount Days: 30

ALL STATE AGENCIES

VARIOUS LOCATIONS AS INDICATED BY ORDER

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City

WV 99999

US

agency copy

SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE SIGNED BY: SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	P3/31/15		
ADD TO ACCE	SIGNED BY: DATE:	SIGNED BY OUT his lie	SIGNED BY: Beverly Toler

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Extended Description:

The vendor, Motorola Solutions, agrees to enter into a open-end statewide contract for use by all state agencies and political subdivisions for Digital, APCO Phase 1 and Phase 2 capable, P-25 mobile and portable dual band and single band radios and accessories, per the specifications, terms and conditions and attached documentation.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43221700			EA	\$5,250.890000

Description: Fixed network equipment and components

Extended Description:

1.1.19.1 - Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and VHF w/AES encryption. Dash Mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43221700			EA	\$5,250.890000

Description: Fixed network equipment and components

1.1.19.1.1 Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and 700 MHz w/AES encryption, Dash mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43221700			EA	\$5,250.890000

Description: Fixed network equipment and components

Extended Description:

1.1. Digital Duel Bend Mobile Radio, 1250 cha380-470 MHz and 800 MHz w/AES Dash mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	43221700			EA	\$5,369.570000

Description: Fixed network equipment and components

Extended Description:

1.1.19.2 Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and VHF w/AES encryption, Remote mount, low/med power, remote speaker, and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43221700			EA	\$5,369.570000
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Description: Fixed network equipment and components

Extended Description:

1.1.19.2.1 Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and 700 MHz w/AES encryption. Remote mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	43221700			EA	\$5,369.570000
1					

Description: Fixed network equipment and components

Extended Description:

1.1 19.2.2 Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and 800 MHz e/AES encryption, Remote mount, low/med power, remote speaker and microphone

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	43221700			EA	\$220.740000

Extended Description:

1.1.19.2.3 Hand held Full Function Control Head for Digital Dual Band Mobile Radio with Remote Mount, remote speaker, and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	43221700			EA	\$393.300000

Description: Fixed network equipment and components

Extended Description:

1.1.19.3 Dual Control Head option for Remote Mount Dual Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	43221700			EA	\$4,695.440000

Description: Fixed network equipment and components

Extended Description:

1.1.19.4 Digital Dual Band Mobile Radio, 1250 channels, 380-470 Mhz and VHF, NO AES encryption, dash mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	43221700			EA	\$4,695.440000

Description: Fixed network equipment and components

Extended Description:

1.1.19.4.1 Digital Dual Band Mobile Radio, 1250 channels, 380-470 Mhz and 700 MHz NO AES encryption, dash mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	43221700	·		EA	\$4,695.440000

Description: Fixed network equipment and components

Extended Description:

1.1.19.4.2 Digital Dual Band Mobile Radio, 1250 Channels, 380-470 Mhz and 800 MHz, NO AES encryption, dash mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	43221700			EA	\$4,814.120000

Description: Fixed network equipment and components

Extended Description:

1.1.19.5 Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and VHF, NO AES encryption, Remote mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	43221700			EA	\$4,814.120000

Description: Fixed network equipment and components

Extended Description:

1.1.19.5.1 Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHz and 700 MHz, NO AES encryption, Remote mount, low/med power, remote speaker and microphone

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Unit Price **Commodity Code** Manufacturer **Model No** Unit Line \$4,814.120000 EA 14 43221700

Description: Fixed network equipment and components

1.1.19.5.2 Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHz and 800 MHz, NO AES encryption, Remote mount, low/med power, remote speaker and microphone.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	43221700			EA	\$ 220.740 00 0
1					

Description: Fixed network equipment and components

Extended Description:

1.1.19.5.3 Hand Held Full Function Control Head for Digital Dual Band Mobile Radio with Remote Mount, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	43221700			EA	\$54.000000

Description: Fixed network equipment and components

Extended Description:

1.1.20 Spare microphone for Digital Dual Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	43221700			EA	\$375.000000

Description: Fixed network equipment and components

Extended Description:

1.1.22 Programming Software for Digital Dual Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	43221700			EA	\$63.750000

Description: Fixed network equipment and components

Extended Description:

1.1.23 Programming Cable for Digital Dual Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	43221700			. EA	\$140.070000

Description: Fixed network equipment and components

Extended Description:

1.1.24 Hig Power Option for Digital Dual Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	43221700			EA	\$75,000000
1					

Description: Fixed network equipment and components

Extended Description:

1.1.25 Enable GPS on Digital Dual Band Mobile Radio

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Line Commodity Code	Manufacturer	Model No	Unit	Unit Price
21 43221700			EA	\$56.250000

Extended Description:

1.1.25.1 GPS antenna for Digital Dual Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	43221700			EA	\$233.910000
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Description: Fixed network equipment and components

Extended Description:

1.1.26 AC Power Supply to convert a Digital Dual Band radio into a base station

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	43221700			EA	\$126.750000
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Description: Fixed network equipment and components

Extended Description:

1.1.27 Desk top style microphone for Digital Dual Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	43221700			EA	\$45.380000

Description: Fixed network equipment and components

Extended Description:

1.1.28 Optional remote mount speaker

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	43221700			EA	\$94.130000

Description: Fixed network equipment and components

Extended Description:

1.1.29 Encryption Key Loader cable (for KVL3000+) for Digital Dual Band Mobile radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	43221700			EA	\$0.000000

Description: Fixed network equipment and components

Extended Description:

1.1.31.1 DELETE Over the Air Programming feature CREDIT - \$(69.00)

Line	Commedity Code	Manufacturer	Model No	Unit	Unit Price
27	43221700			EA	\$282.900000
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Description: Fixed network equipment and components

Extended Description:

1.1.32 Enable Over the Rekeying feature

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	43221700			EA	\$4,197.520000

Extended Description:

2.2.19.1 Digital Single Band Mobile Radio, 380-470 MHz, 1250 channels w/AES encryption, Dash Mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	43221700			EA	\$4,197.520000

Description: Fixed network equipment and components

Extended Description:

2.2.19.1.1 Digital Single Band Mobile Radio, VHF, 1250 channels, w/AES encryption, Dash mount, low/med power, remote speaker and microphones

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	43221700			EA	\$4,316.200000
					i

Description: Fixed network equipment and components

Extended Description:

2.2.19.2 Digital Single Band Mobile Radio, 380-470 MHz, 1250 channels w/AES encryption. Remote mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	43221700			EA	\$4,316.200000
					•

Description: Fixed network equipment and components

Extended Description:

2.2.19.2.1 Digital Single Band Mobile Radio, VHF, 1250 channels, w/AES encryption. Remote mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	43221700			EA	\$354.660000

Description: Fixed network equipment and components

Extended Description:

2.2.19.2.4 Hand Held Full Function Control Head for Digital Single Band Mobile radio with Remote Mount

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	43221700			EA	\$414.000000

Description: Fixed network equipment and components

Extended Description:

2.2.19.3 Dual Control Head option for Digital Single Band Mobile Radio w/.remote mount

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	43221700			EA	\$3,642.070000

Description: Fixed network equipment and components

Extended Description:

2.2.19.4 Digital Single Band Mobile Radio, 380-470 MHz, 1250 channels, NO AES encryption, dash mount, low/med power, remote speaker and microphone

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	43221700			EA	\$3,642.070000

Extended Description:

2.2.19.4.1 Digital Single Band Mobile Radio, VHF, 1250 channels, NO AES encryption, Dash mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	43221700			EA	\$3,760.750000
1					

Description: Fixed network equipment and components

Extended Description:

2,2.19.5 Digital Single Band Mobile Radio, 380-470 MHz, 1250 channels, NO AES encryption, remote mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	. Unit Price
37	43221700			EA	\$3,760.750000

Description: Fixed network equipment and components

Extended Description:

2.2.19.5.1 Digital Single Band Mobile Radio, VHF, 1250 channels, NO AES encryption, Remote mount, low/med power, remote speaker and microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
38	43221700			EA	\$54.000000

Description: Fixed network equipment and components

Extended Description:

2.1.20 Spare microphone for Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
39	43221700		181	EA	\$375.000000
1					

Description: Fixed network equipment and components

Extended Description:

2.1.21 Programming Software for Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
40	43221700			EA	\$63.750000

Description: Fixed network equipment and components

Extended Description:

2.1.22 Programming Cable for Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
41	43221700			EA	\$345,000000

Description: Fixed network equipment and components

Extended Description:

2.1.23 Hig Power Option for Digital Single Band Mobile Radio

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
42	43221700			EA	\$69.000000

Extended Description:

2.1.24 Enable GPS on Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
43	43221700			EA	\$56,250000

Description: Fixed network equipment and components

Extended Description:

2.1.24.1 GPS entenna for Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
44	43221700		-	EA	\$233.910000

Description: Fixed network equipment and components

Extended Description:

2.1.25 AC Power Supply to convert a Digital Single Band radio into a base station

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
45	43221700			EA	\$126.750000

Description: Fixed network equipment and components

Extended Description:

2.1.26 Desk top style microphone for Digital Single Band Mobile radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
46	43221700	·		EA	\$45.380000

Description: Fixed network equipment and components

Extended Description:

2.1.27 Optional remote mount speaker for Digital Single Band Mobile radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
47	43221700			EA	\$94.120000
1					

Description: Fixed network equipment and components

Extended Description:

2.1.28 Encryption Key Loader cable (for KVL3000+) for Digital Single Band Mobile radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
48	43221700			EA	\$0.000000

Description: Fixed network equipment and components

Extended Description:

2.1.31.1 Delete Over-the-Air-Programming feature CREDIT \$(69.00)

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
49	43221700			EA	\$282.900000
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Extended Description:

2.1.32 Enable Over-the-Rekeying feature

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
50	43221700			EA	\$5,691.690000
1					

Description: Fixed network equipment and components

Extended Description:

3.3.18.1 Digital Dual Band Portable Radio, 12-- channels, Dual display, 380-470 Mhz and VHF operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery and speaker microphone w/ 3.5mm audio jack (SIRN Tier 1)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
51	43221700			EA	\$5,691.690000

Description: Fixed network equipment and components

Extended Description:

3.3.18.1.1 Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 700 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery and speaker microphone w/3.5 audio jack (SIRN Tier 1)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
52	43221700			EA	\$5,691.690000

Description: Fixed network equipment and components

Extended Description:

3.3.18.1.2 Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 800 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery and speaker microphone w/3.5 audio jack (SIRN Tier 1)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
53	43221700			EA	\$5,136.240000
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Description: Fixed network equipment and components

Extended Description:

3.3.18.2 Digital Dual Band Portable Radio, 1200 channels, Dual Display, 380-470 Mhz and VHF operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/3.5 audio jack (SIRN Tier 2)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
54	43221700			EA	\$5,136.240000

Description: Fixed network equipment and components

Extended Description:

3.3.18.2.1 Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 700 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery and speaker microphone w/3,5mm audio jack (SIRN Tier 2)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
55	43221700			EA	\$5,136.240000

Description: Fixed network equipment and components

Extended Description:

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3.3.18.2.2 Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 800 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery and speaker microphone w/3.5mm audio jack (SIRN Tier 2)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
56	43221700			EA	\$375.000000

Description: Fixed network equipment and components

Extended Description:

3.3.19 Programming Software for Digital Dual Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
57	43221700		•	EA	\$56.250000

Description: Fixed network equipment and components

Extended Description:

3.3.20 Programming Cable for Digital Dual Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
58	43221700			EA	\$18.750000

Description: Fixed network equipment and components

Extended Description:

3.3.21 Option for "Public Safety Yellow" housing for Digital Dual Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
59	43221700			EA	\$69,000000

Description: Fixed network equipment and components

Extended Description:

3.3.22 Option to enable GPS feature upon original purchase

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
60	43221700			EA	\$85.600000
1					

Description: Fixed network equipment and components

Extended Description:

3.3.23 Spare Speaker microphone w/3.5mm audio jack for Digital Duat Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
61	43221700			EA	\$105.000000

Description: Fixed network equipment and components

Extended Description:

3.3.24 Spare Battery for Digital Dual Band Portable Radio

Line	Commodity Code	Manufacturer		Model No	Unit	Unit Price
62	43221700		,		EA	\$93.750000

Description: Fixed network equipment and components

Extended Description:

3.3.25 Spare ac rapid charger for Digital Dual Band Portable Radio

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
63	43221700			EA	\$33.000000

Extended Description:

3.3.26 Spare antenna for Digital Dual Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
64	43221700			EA	\$33.000000
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Description: Fixed network equipment and components

Extended Description:

3.3.26.1 Spare GPS/Dual Band antenna for Digital Dual Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
65	43221700			EA	\$30.750000

Description: Fixed network equipment and components

Extended Description:

3.3.28 Spare Hard Plastic case with 2-1/2 inch and 3 inch belt clips

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
66	43221700			EA	\$82.500000

Description: Fixed network equipment and components

Extended Description:

3.3.29 Encryption Key Loader cable (for KVL3000+) for Digital Dual Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
67	43221700			EA	\$0.000000
1					

Description: Fixed network equipment and components

Extended Description:

3.3.31.1 Delete Over-the-Air-Programming feature CREDIT \$(69.00)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
68	43221700			EA	\$282.900000
1					

Description: Fixed network equipment and components

Extended Description:

3.3.32 Enable Over-the-Air-Rekeying feature

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
69	43221700			EA	\$3,712.710000
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Description: Fixed network equipment and components

Extended Description:

4.4.18.1 Digital Single Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz, w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt lip, spare battery and speaker microphone w/3.5mm audio jack (SIRN Tier 1)

Date Printed: Mar 31, 2015 Order Number: DPS1500000005 Page: 11 FORM ID: WV_PRC_CMA_001 8/14 Line Commodity Code Manufacturer Model No Unit Unit Price
70 43221700 EA \$3,712.710000

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Description: Fixed network equipment and components

Extended Description:

4.4.18.1.1 Digital Single Band Portable Radio, 1200 channels, Dual Display, VHF operation w/AES encryption, entenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery and speaker microphone w/3.5mm audio jack (SIRN Tier 1)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
71	43221700			EA	\$3,157.260000

Description: Fixed network equipment and components

Extended Description:

4.4.18.2 Digital Single Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz w/o AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery and speaker microphone w/3.5mm audio jack (SIRN Tier 2)

Líne	Commodity Code	Manufacturer	Model No	Unit	Unit Price
72	43221700			EA	\$3,157.260000

Description: Fixed network equipment and components

Extended Description:

4.4.18.2.1 Digital Single Band Portable Radio, 1200 channels, Dual display, VHF operation w/o AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery and speaker microphone w/3.5mm audio jack (SIRN Tier 2)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
73	43221700			EA	\$375.000000
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Description: Fixed network equipment and components

Extended Description:

4.4.19 Programming Software for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
74	43221700			EA	\$56.250000

Description: Fixed network equipment and components

Extended Description:

4.4.20 Programming Cable for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
75	43221700			EA	\$17.250000

Description: Fixed network equipment and components

Extended Description:

Option for "Public Safety Yellow" housing for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
76	43221700			EA	\$80.000000
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Description: Fixed network equipment and components

Extended Description:

4.4.22 Option to enable GPS feature upon original purchase

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
77	43221700			EA	\$85,600000

Extended Description:

4.4.23 Spare Speaker microphone w/ 3.5mm audio jack for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
78	43221700			EA	\$105.000000

Description: Fixed network equipment and components

Extended Description:

4.4.24 Spare Battery for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
79	43221700			EA	\$100.000000

Description: Fixed network equipment and components

Extended Description:

4.4.25 Spare ac rapid charger for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
80	43221700			EA	\$16.800000

Description: Fixed network equipment and components

Extended Description:

4.4.26 Spare antenna for digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
81	43221700			EA	\$15.750000
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Description: Fixed network equipment and components

Extended Description:

4.4.26.1 spare GPS/Single Band antenna for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
82	43221700			EA	\$30.750000
1					

Description: Fixed network equipment and components

Extended Description:

4.4.28 spare Hard Plastic case with 2-1/2 inch and 3 inch belt clips

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
83	43221700			EÁ	\$88,000000
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Description: Fixed network equipment and components

Extended Description:

4.4.29 Encryption Key Loader cable (for KVL3000+) for Digital Single Band Portable radio

Date Printed: Mer 31, 2015 Order Number: DPS1500000005 Page: 13 FORM ID: WV_PRC_CMA_001 8/14

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
84	43221700			EA	\$0.000000

Extended Description:

4.4.31.1 Delete Over-the-Air-Programming feature. CREDIT \$(80.00)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
85	43221700	10		EA	\$328,000000

Description: Fixed network equipment and components

Extended Description:

4.4.32 Enable Over-the-Air-Rekeying feature

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
86	43221700			EA	\$4,059.520000

Description: Fixed network equipment and components

Extended Description:

5.5.19.1 Digital Single Band Mobile Radio, 380-470 MHz, 512 channels, w/AES encryption, Dash mount, low/med power, remote speaker, microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
87	43221700			EA	\$4,059.520000

Description: Fixed network equipment and components

Extended Description:

5.5.19.1.1 Digital Single Band Mobile Radio, VHF, 512 channels, w/AES encryption, Dash mount, low/med power, remote speaker, microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unil Price
88	43221700	***************************************		EA	\$3,504.070000

Description: Fixed network equipment and components

Extended Description:

5.5.19.2 Digital Single Band Radio, 380-470 MHz, 512 channels, w/o AES encryption, Dash mount, low/med power, remote speaker, microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
89	43221700	·		EA	\$3,504.070000

Description: Fixed network equipment and components

Extended Description:

5.5.19.2.1 Digital Single Band Mobile Radio, VHF, 512 channels, w/o AES encryption, Dash mount, low/med power, remote speaker, microphone

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
90	43221700		8	EA	\$54.000000
ĺ					

Description: Fixed network equipment and components

Extended Description:

5.5.20 spare microphone for Digital Single Band Mobile Radio

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
91	43221700			EA	\$375.000000

Extended Description:

5.5.21 Programming Software for Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
92	43221700			EA	\$63.750000

Description: Fixed network equipment and components

Extended Description:

5.5.22 Programming Cable for Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
93	43221700			EA	\$345.000000

Description: Fixed network equipment and components

Extended Description:

5.5.23 High Power Option for Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
94	43221700			EA	\$75.000000

Description: Fixed network equipment and components

Extended Description:

5.5.24 Option to enable GPS feature upon original purchase

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
95	43221700			EA	\$56.250000
ĺ					

Description: Fixed network equipment and components

Extended Description:

5.5.24.1 GPS antenna for Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
96	43221700			EA	\$233.910000
ĺ					

Description: Fixed network equipment and components

Extended Description:

5.5.25 AC Power Supply to convert a Digital Single Band Radio into a Base Station

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
97	43221700			EA	\$126.750000
[

Description: Fixed network equipment and components

Extended Description:

5.5.26 Desk top style microphone for Digital Single Band Mobile Radio

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
98	43221700	•		EA	\$45.380000

Extended Description:

5.5.27 Optional remote speaker for Digital Single Band Mobile Radio (512 channels)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
99	43221700			EA	\$94.130000

Description: Fixed network equipment and components

Extended Description:

5.5.28 Encryption Key Loader cable (for KVL3000+) for Digital Single Band Mobile Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
100	43221700		,	EA	\$0.000000

Description: Fixed network equipment and components

Extended Description:

Delete Over-the-Air-Programming feature CREDIT \$(69.00)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
101	43221700			EA	\$282.900000
			a contract of the contract of		

Description: Fixed network equipment and components

Extended Description:

5.5.32 Enable Over-the-Air Rekeying feature

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
102	43221700			EA	\$4,019.760000

Description: Fixed network equipment and components

Extended Description:

6.6.18.1 Digital Single Band Portable Radio, 512 chennels, 380-470MHz, w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case, belt clip, spare battery, and speaker microphone w/3.5mm audio jack (SIRN Tier 1)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
103	43221700	•		EA	\$4,019.760000

Description: Fixed network equipment and components

Extended Description:

6.6.18.1.1 Digital Single Band Portable Radio, 512 channels, VHF, w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case, belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 1)

Line	Commodity Code	Manufacturer	Mødel No	Unit	Unit Price
104	43221700			EA	\$3, 464.310000
1					

Description: Fixed network equipment and components

Extended Description:

6.6.18.2 Digital Single Band Portable Radio, 512 channels, 380-470 MHz, w/o AES encription, antenna battery, rapid style ac charger, hard plastic case, belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2)

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
105	43221700			EA	\$3,464.310000
1					

Extended Description:

6.6.18.2.1 Digital Single Band Portable Radio, 512 channels, VHF, w/o AES encryption, antenna, battery, rapid style ac charger, hard plastic case, belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
106	43221700			EA	\$375.000000

Description: Fixed network equipment and components

Extended Description:

6.6.19 Programming Software for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
107	43221700			EA	\$56.250000

Description: Fixed network equipment and components

Extended Description:

6.6.20 Programming Cable for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
108	43221700			EA	\$18.750000
					-

Description: Fixed network equipment and components

Extended Description:

6.6.21 Option for "Public Safety Yellow" housing for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
109	43221700			EA	\$75.000000
					i

Description: Fixed network equipment and components

Extended Description:

6.6.22 Option to enable GPS feature upon original purchase

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
110	43221700			EA	\$80.250000
1					

Description: Fixed network equipment and components

Extended Description:

Spare Speaker microphone w/ 3.5mm audio jack for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
111	43221700			EA	\$105,000000

Description: Fixed network equipment and components

Extended Description:

6.6.24 Spare Batter for Digital Single Band Portable Radio (512 channels)

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
112	43221700			EA	\$93.750000

Extended Description:

Spare ac rapid charger for Digital Single Band Portable Radio (512 channels)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
113	43221700			EA	\$15.750000

Description: Fixed network equipment and components

Extended Description:

6.6.26 Spare antenna for Digital Single Band Portable Radio (512 channels)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
114	43221700			ΕA	\$15.750000
1					

Description: Fixed network equipment and components

Extended Description:

6.6.26.1 Spare GPS/Single Band antenna for Digital Single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
115	43221700			EA	\$21.750000

Description: Fixed network equipment and components

Extended Description:

6.6.28 Spare Hard Plastic Case with 2-1/2 inch belt clip

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
116	43221700			EA	\$82.500000

Description: Fixed network equipment and components

Extended Description:

6.6.29 Encryption Key Loader Cable (for KVL3000+) for Digital single Band Portable Radio

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
117	43221700		-	EA	\$0.000000
1					

Description: Fixed network equipment and components

Extended Description:

6.6.31.1 Delet Over-the-Air-Programming feature CREDIT \$(69.00)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
118	43221700			EA	\$282.900000

Description: Fixed network equipment and components

Extended Description:

Enable Over-the-Air-Rekeying feature

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
119	43221700			EA	\$9,466,860000

Extended Description:

7.7.1 Consolette consisting of Desk Top Controller, Signal Aggregate Devise, Dual Band Mobile Radio (section 3.1 specifications), all required power supplies

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
120	43221700			EA	\$9,190.860000

Description: Fixed network equipment and components

Extended Description:

7.7.2 Consolette consisting of Desk Top Controller, Signal Aggregate Device, Single Band Mobile Radio (section 3.2 specifications), all required power supplies

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
121	43221700		-	EA	\$1,802.150000

Description: Fixed network equipment and components

Extended Description:

7.7.3 Sperate Desk Top Controller

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
122	43221700			EA	\$1,790.750000
1					İ

Description: Fixed network equipment and components

Extended Description:

7.7.4 Seperate Signal Aggregate Device

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
123	43221700			EA .	\$5,873.960000

Description: Fixed network equipment and components

Extended Description:

7.7.5 Seperate Desktop Base Station Consolette (section 3.1 specifications) w/o Desk Top Controller and Signal Aggregate Device

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
124	43221700			EA	\$5,597.960000
					}

Description: Fixed network equipment and components

Extended Description:

7.7.6 Separate Desktop Base Station Consolette (section 3.2 specifications) w/o Desk Top Controller and Signal Aggregate Device

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
125	43221700			ĒA	\$3,332.330000

Description: Fixed network equipment and components

Extended Description:

8.5.19.1 Digital Single Band Mobile radio, 380-470 MHz, 512 channels, w/AES encryption, Dash Mount, low/med power, remote speaker, microphone supports OTAP, does not support OTAR

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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
126	43221700	-		EA	\$3,332.330000

Extended Description:

8.5.19.1.1 Digital Single Band Mobile Radio, VHF, 512 channels, w/AES encryption, Dash Mount, low/med power, remote speaker, microphone supports OTAP, does not support OTAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
127	43221700			EA	\$2,760.780000

Description: Fixed network equipment and components

Extended Description:

8.5.19.2 Digital Single Band Mobile Radio, 380-47 MHz, 512 channels, w/out AES encryption, Dash Mount, low/med power, remote speaker, microphone supports OTAP, does not support OTAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
128	43221700			EA	\$2,760.780000

Description: Fixed network equipment and components

Extended Description:

8.5.19.2.1 Digital Single Band Mobile Radio, VHF, 512 channels, w/out AES encryption, Dash Mount, low/med power, remote speaker, microphone supports OTAP, does not support OTAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
129	43221700			EA	\$3,177.470000

Description: Fixed network equipment and components

Extended Description:

8.6.18.1 Digital Single Band Portable Radio, 380-470 MHz, 512 channels, 2/AES encryption, antenna, battery, rapid style ac charger, regular hard plastic case, 2.5" bett clip, spare battery, and speaker microphone w/3.5mm audio jack, OTAP, does not support OTAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
130	43221700			EA	\$3,177.470000

Description: Fixed network equipment and components

Extended Description:

8.6.18.1.1 Digital Single Band Portable Radio, VHF operation, \$12 channels, w/AES encryption, antenna, battery, rapid style ac charger, regular hard plastic case, 2.5" belt clip, spare battery, and speaker microphone w/3.5mm audio jack, OTAP, does not support OTAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
131	43221700	·		EA	\$2,605.920000

Description: Fixed network equipment and components

Extended Description:

Digital Single Band Portable Radio, 380-470 MHz, 512 channels, w/our AES encryption, antenna, battery, rapid style ac charger, regular hard plastic case, 2.5" belt dip, spare battery, and speaker microphone w/3.5mm audio jack, OTAP, does not support OTAR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
132	43221700			EA	\$2,605.920000

Description: Fixed network equipment and components

Extended Description:

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8.6.18.2.1 Digital Single Band Portable Radio, VHF operation, 512 channels, w/out AES encryption, antenna, battery, rapid style ac charger, regular hard plastic case, 2.5" belt clip, spare battery, and speaker microphone w/3.5mm audio jack, OTAP, does not support OTAR

Total Order Amount Open End

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	Document Phase	Document Description	Page
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		dual/single bands	22

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Addengum to Motorola CSA

In addition to the terms and conditions contained in the Motorola documents and the modified WV-95A associated with the sole source posting and resulting contract identified as CMA DPS1500000005, the parties agree that the following terms are incorporated into the aforementioned contract as if they were originally contained therein.

ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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 purchase 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.

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.

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.

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Moto	ola Solutions, Inc.	Agency
Ву:	allikin:	By: Carola Hoodyard
Name	Jacquelyn M. Wasni	Name: Carole Woodyard
Title:	MSSSI Vice President	Title: Director of Purchasing
	_	1
West	virginia/Purchasing Division	West Virginia Attorney General
By:	Mark like	By: 1 Boltasto
Name:	DAVID TINCHER	Name: 5. Robertheslie
Title:_	DIRECTOR	Title: Sr. Debuty K.G.
-	·	

SECTION S

Motorola's proposal is based on the use of the following Communications Products Agreement or a negotiated version thereof.

COMMUNICATIONS PRODUCTS AGREEMENT

Motorola Solutions, Inc. ("Motorola"), and ______ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

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

Exhibit A Motorola "Software License Agreement"

Exhibit B "Technical and Implementation Documents"

B-1 "List of Products" dated

B-2 "Statement of Work" dated

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. "Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.
- 2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

WV State Police Proposal

12, Dec 2014 Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola Solutiona Confidential Restricted

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- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.
- 2.9. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. "Products" mean the Equipment and Software provided by Motorota under this Agreement.
- 2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.
- 2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.
- 3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within twenty (20) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorola.com and the MOL telephone number is (800) 814-0601.
- 3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

- 3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.
- 3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).
- 3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule. Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING 5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$ INVOICING AND PAYMENT. Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within twenty (20) days after the date of each involce. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the involces. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

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



WV State Police

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

Customer may change this information by giving written notice to Motorols.

Section 6 SITES AND SITE CONDITIONS

- 6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.
- 5.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modern access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

- 8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorole warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.
- 8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.
- 8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customery, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, diseasembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's fallure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

- 8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.
- 8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.
- 8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

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

Section 10 DISPUTES

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

- 10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.
- 10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.
- 10.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.
- 10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.
- 10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional

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confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

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

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

- 12.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.
- 12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) product for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.
- 12.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

There is no Section 13, it goes from 12 to 14.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

- 14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All Deliverables will be deemed to be Motorota's Confidential Information. During the term of this agreement and for a period of three (3) years from the expiration or termination of this agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidieries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in eafeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.
- 14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.
- 14.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

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

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount

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of the taxes (including any interest and penalties) within twenty (20) days after the date of the involce. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

- 15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.3 WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- 15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unemforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.
- 15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.
- 15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.
- 15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Customer Attn:	Motor Attn:	ola Solutions, Inc. Richard Brancala 7031 Columbia Gateav Dr. 3 nd Floor	
fax:	fax:	Calumbia, MD 21046 631-738-3498	
15.9. COMPLIANCE WITH APPLICABLE L local laws, regulations and rules concerning the will obtain and comply with all Federal Committee the installation, operation and use of the S Motorola might assist Customer in the prepare employees is an agent or representative of Customer in the complex complex contents.	he performunications yetem be ation of its	nance of this Agreement or use of the System is Commission ("FCC") licenses and authoriza- fore the scheduled installation of the Equipme is FCC license applications, neither Motorola n	i. Customer tions require int. Although
15.10. AUTHORITY TO EXECUTE AGREEM approvals, consents and authorizations to enterprise Agreement; the person executing this Agreement delivery of this Agreement by the Parties, it is terms; and the execution, delivery, and perform regulation, taw or any other governing authorities.	er into thi ent on its a valid ar mance of	s Agreement and to perform its duties under to behalf has the authority to do so; upon executed binding contract, enforceable in accordance this Agreement does not violate any bylaw, of	his ition and with its
15.11. SURVIVAL OF TERMS. The following Agreement for any reason; Section 3.6 (Motor obligations exist, Sections 5.1 and 5.2 (Contra Implied Warranties); Section 10 (Disputes); Sectio	ola Softward Price a action 13	are), Section 3.7 (Non-Motorola Software); if a and Invoicing and Payment); Subsection 9.7 (I (Limitation of Liability); Section 14 (Confidenti	any paymeni Disclaimer of
The Parties hereby enter into this Agreement	as of the I	Effective Date.	
Motorola Solutions, inc.		Customer	00
By: Allwww. Name: Jacquelyn M. Wasni Title: MSSSI Vice President Date: December 11, 2014	Name:		

WV-96A Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

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

- <u>DISPUTES</u> 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.
- HOLD HARMLESS Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

 GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision reptaces my reterences to another State; governing law.

 IAXES Provisions in the agreement requiring the Agency to pay those 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.

 PAYMENT Any returness to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.

 INTEREST Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

 NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

 INTEREST VICAR RESULTANCE. Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement.

- 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 nall 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.
- 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. SIMTLAR 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 Vender. Accordingly, my provision in the agreement limiting the Vender's liability for direct damages is hereby deleted. Vender's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it procludes any action for injury to persons or for damages to powered property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agreesto pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to arefund of any software license, subscription or maintenance fees paid.
- 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 reposjession 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: VENDOR. STATE OF WEST VIRGINIA Company Name: Motorola Solutions, Inc. Of Gurchanine Jacquelyn M. Wesni, MSSSI Vice President Title: __ Date: March 27, 2015

Agreement Addendum to WV-96A *

The vendor and the agency agree to delete Paragraph 13 of the WV-96A Agreement Addendum for Software 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:	
WEST VIRGINIA STATE POLICE	MOTOROLA SOLUTIONS, INC.
	Signed: Allein:
ritle: Durector of Quichanum	Title: MSSSI Vice President

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

Date: March 27, 2015

APPROVED AS TO FORM PRIOR TO
ACKNOWLEDGEMENT THEREOF, THIS
2007
DARRELL V. McGRAW/JR.
ATTORNEY GENERAL

By: DEPUTY ATTORNEY GENERAL

WEST VIRGINIA STATE POLICE P25 DIGITAL MOBILE AND PORTABLE DUAL BAND AND SINGLE BAND SUBSCRIBER PRICING RESPONSE

Version	Date	Author	Comment
2.0	Dec 5, 2014	P. Marotta	Renumbered pricing tables

WV State Police

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Motorola Solutions Confidential Restricted

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EQUIPMENT PRICING LIST

1.1 MAIN EQUIPMENT LIST

The following tables provide device description, estimated quantities, unit price and extended price based on estimated quantity.

item	Description	Qty	Single unit pricing	Extended Qty pricing
1.1.19.1	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and VHF w/AES encryption, Dash mount, low/med power, remote speaker, and microphone		\$ 5,250.89	\$ 262,544.50
1.1.19.1.1	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and 700 MHz w/AES encryption, Dash mount, low/med power, remote speaker, and microphone		\$ 5,250.89	\$ 5,250.89
1.1.19.1.2	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and 800 MHz w/AES encryption, Dash mount, low/med power, remote speaker, and microphone		\$ 5,250.89	\$ 26,254.45
1.1.19.2	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and VHF w/AES encryption, Remote mount, low/med power, remote speaker, and microphone		\$ 5,369.57	\$ 134,239.25
1.1.19.2.1	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and 700 MHz w/AES encryption, Remote mount, low/med power, remote speaker, and microphone	,	\$ 5,369.57	\$ 5,369.57
1.1.19.2.2	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and 800 MHz w/AES encryption, Remote mount, low/med power, remote speaker, and microphone		\$ 5,369.57	\$ 5,369.57
1.1.19.2.3	Hand Held Full Function Control Head for Digital Dual Band Mobile Radio with Remote Mount, remote speaker, and microphone		\$ 220.74	\$ 1,103.70

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1.1.19.3	Dual Control Head option for Remote Mount Dual Band Mobile Radio	\$ 393.30	\$ 1,966.50
1.1.19.4	Digital Dual Band Mobile Radio, 1250 channels, 380-470 Mhz and VHF, NO AES ecryption, dash mount, low/med power, remote speaker, and microphone	\$ 4,695.44	\$ 4,695.44
1.1.19.4.1	Digital Dual Band Mobile Radio, 1250 channels, 380–470 Mhz and 700 MHz, NO AES ecryption, dash mount, low/med power, remote speaker, and microphone	. \$ 4,695.44	\$ 4,695.44
1.1.19.4.2	Digital Dual Band Mobile Radio, 1250 channels, 380-470 Mhz and 800 MHz, NO AES ecryption, dash mount, low/med power, remote speaker, and microphone	\$ 4,895.44	\$ 4,695.44
1.1.19.5	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and VHF, NO AES encryption, Remote mount, low/med power, remote speaker, and microphone	\$ 4,814.12	\$ 4,814.12
1.1.19.5.1	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHz and 700 MHz, NO AES encryption, Remote mount, low/med power, remote speaker, and microphone	\$ 4,814.12	\$ 4,814.12
1.1.19.5.2	Digital Dual Band Mobile Radio, 1250 channels, 380-470 MHZ and 800 MHz, NO AES encryption, Remote mount, low/med power, remote speaker, and microphone	\$ 4,814.12	\$ 4,814.12
1.1.19.5.3	Hand Held Full Function Control Head for Digital Dual Band Mobile Radio with Remote Mount, remote speaker, and microphone	\$ 220.74	\$ 220.74
1.1.20	Spare microphone for Digital Dual Band Mobile Radio	\$ 54.00	\$ 1,350.00

1.1.22	Programming Software for Digital Dual Band Mobile Radio	\$ 375.00	\$ 9,375.00
1.1.23	Programming Cable for Digital Dual Band Mobile Radio	\$ 63.75	\$ 1,593.75
1.1.24	Hig Power Option for Digital Duel Band Mobile Radio	\$ 140.07	\$ 2,801.40
1,1.25	Enable GPS on Digital Dual Band Mobile Radio	. \$ 75.00	\$ 1,500.00
1.1,25,1	GPS antenna for Dugital Dual Band Mobile Radio	\$ 56.25	\$ 1,125,00
1.1.26	AC Power Supply to convert a Digital Dual Band radio into a base station.	. \$ 233.91	\$ 233.91
1.1.27	Desk top style microphone for Dugital Dual Band Mobile radio	\$ 126.75	\$ 126.75
1.1.28	Optional remote mount speaker	\$ 45.38	\$ 226.88
1.1.29	Encryption Key Loader cable (for KVL3000+) for Digital Dual Band Mobile radio.	\$ 94.13	\$ 470.63
1,1.31.1	Delete Over-the-Air-Programming feature	\$ (69.00)	\$ (345.00)
1.1.32	Enable Over-The-Rekeying feature	\$ 282.90	\$ 1,414.50
2.2.19.1	Digital Single Band Mobile Radio, 380- 470 MHz, 1250 channels, w/AES encryption, Dash mount, low/med power, remote speaker and microphone.	\$ 4,197.52	\$ 419,752.00

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2.2.19,1,1	Digital Single Band Mobile Radio, VHF, 1250 channels, w/AES encryption, Dash mount, low/med power, remote speaker and microphone.	\$ 4,197.52	\$ 41,975.20
2.2.19.2	Digital Single Band Mobile Radio, 380- 470 MHz, 1260 channels, w/AES encryption, Remote mount, low/med power, remote speaker and microphone.	\$ 4,316.20	\$ 43,162.00
2.2.19.2.1	Digital Single Band Mobile Radio, VHF, 1250 channels, w/AES encryption, Remote mount, low/med power, remote speaker and microphone.	\$ 4,316.20	\$ 4,318.20
2.2.19.2.4	Hand Held Full Function Control Head for Digital Single Band Mobile radio with Remote Mount.	\$ 354.66	\$ 354.66
2.2.19,3	Dual Control Head option for Digital Single Band Mobile Radio w/ remote mount	\$ 414.00	\$ 4,140,00
2.2.19.4	Digital Single Band Mobile Radio, 380- 470 MHz, 1250 channels, NO AES encryption, dash mount, low/med power, remote speaker, and microphone.	\$ 3,642.07	\$ 18,210.35
2.2.19.4.1	Digital Single Sand Mobile Radio, VHF, 1250 channels, NO AES encryption, Dash mount, low/med power, remote speaker and microphone.	\$ 3,642.07	\$ 3,642.07
2.2.19.5	Digital Single Band Mobile Radio, 380- 470 MHz, 1250 channels, NO AES encryption, remote mount, low/med power, remote speaker, and microphone.	\$ 3,760.75	\$ 3,760.75
2.2.19.5.1	Digital Single Sand Mobile Radio, VHF, 1250 channels, NO AES encryption, Remote mount, low/med power, remote speaker and microphone.	\$ 3,780.75	\$ 3,760.75
2.1.20	Spare microphone for Digital Single Band Mobile Radio	\$ 64,00	\$ 1,350.00
2.1.21	Programming Software for Digital Single Band Mobile Radio	\$ 375.00	\$ 3,750.00

2.1.22	Programming Cable for Digital Single Band Mobile Radio		\$ 63.75	\$ 637,50
2.1.23	Hig Power Option for Digital Single Band Mobile Radio		\$ 345.00	\$ 1,725.00
2.1.24	Enable GPS on Digital Single Band Mobile Radio		\$ 69.00	\$ 345.00
2.1.24.1	GPS antenna for Digital Single Band Mobile Radio		\$ 56.25	\$ 281.25
2.1.25	AC Power Supply to convert a Digital Single Band radio into a base station.		\$ 233.91	\$ 1,169.55
2.1.26	Desk top style microphone for Digital Single Band Mobile radio	-	\$ 126.75	\$ 633.75
2.1.27	Optional remote mount speaker for Digital Single Band Mobile radio		\$ 45.38	\$ 226.88
2.1.28	Encryption Key Loader cable (for KVL3000+) for Digital Single Band Mobile radio.	i.	\$ 94.13	\$ 470.63
2.1.31.1	Delete Over-the-Air-Programming feature		\$ (69.00)	\$ (345.00)
2.1.32	Enable Over-The-Rekeying feature		\$ 282.90	\$ 1,414.50
3.3.18.1	Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and VHF operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/3.5mm audio jack (SIRN Tier 1)		\$ 5,691.69	\$ 1,138,338.00
3.3.18.1.1	Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 700 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3° belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 1)		\$ 5,691.69	\$ 5,691.69

Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mnz and 800 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm sudio jack (SIRN Tier 1)	\$ 5,691.69	\$ 5,691,69
Digital Dual Band Portable Radio, 1200 channels, Dual display, 380–470 Mhz and VHF operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2)	\$ 5,136.24	\$ 5,138.24
Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 700 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3° balt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tler 2)	\$ 5,136.24	\$ 5,136.24
Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 800 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2)	\$ 5,136.24	\$ 5,136.24
Programming Software for Digital Dual Band Portable Radio	\$ 375.00	\$ 1,875.00
Programming Cable for Digital Dual Band Portable Radio	\$ 56.25	\$ 281.25
Option for "Public Safety Yellow" housing for Digital Dual Band Portable Radio	\$ 18.75	\$ 93.75
Option to enable GPS feature upon original purchase	\$ 69.00	\$ 345.00
Spare Speaker microphone w/ 3.5mm audio jack for Digital Dual Band Portable Radio	\$ 85,60	\$ 2,140.00
	channels, Dual display, 380-470 Mhz and 300 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm sudio jack (SIRN Tier 1) Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and VHF operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2) Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 700 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2) Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 800 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2) Programming Software for Digital Dual Band Portable Radio Option for "Public Safety Yellow" housing for Digital Dual Band Portable Radio Option to enable GPS feature upon original purchase Spare Speaker microphone w/ 3.5mm audio jack for Digital Dual Band Portable Radio	channels, Dual display, 380-470 Mhz and 800 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3' belt clip, spare battery, and apeaker microphone w/ 3.5mm sudio jack (SIRN Tier 1) Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and VHF operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3' belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2) Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 700 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3' belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2) Digital Dual Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz and 800 MHz operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3' belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2) Programming Software for Digital Dual Band Portable Radio \$ 56.25 Programming Cable for Digital Dual Band Portable Radio \$ 56.25 Option for 'Public Safety Yellow' housing for Digital Dual Band Portable Radio Option to enable GPS feature upon original purchase \$ 85.60

3.3.24	Spare Battery for Digital Dual Band Portable Radio	105.00	\$ 2,625.00
3.3.25	Spare ac rapid charger for Digital Dual Band Portable Radio	\$ 93.76	\$ 2,343.75
3.3.26	Spare antenna for Digital Dual Band Portable Radio	\$ 33.00	\$ 825.00
3.3.26.1	Spare GPS/Dual Band antenna for Digital Dual Band Portable Radio	\$ 33.00	\$ 825.00
3.3.28	Spare Hard Plastic case with 2 1/2 inch and 3 inch belt clips	\$ 30.75	\$ 615.00
3.3.29	Encryption Key Loader cable (for KVL3000+) for Digital Dual Band Portable radio	\$ 82.50	\$ 412.50
3.3.31.1	Delete Over-the-Air-Programming feature	\$ (69.00)	\$ (345.00)
3.3.32	Enable Over-the-Air-Rekeying feature	\$ 282,90	\$ 1,414.50
4.4.18.1	Digital Single Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz, w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 1)	\$ 3,712.71	\$ 185,635.50
4.4.18.1.1	Digital Single Band Portable Radio, 1200 channels, Dual display, VHF operation w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 1)	\$ 3,712.71	\$ 3,712.71
4.4.18.2	Digital Single Band Portable Radio, 1200 channels, Dual display, 380-470 Mhz, w/o AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3" belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2)	\$ 3,157.26	\$ 3,157.28
4.4.18.2.1	Digital Single Band Portable Radio, 1200 channels, Dual display, VHF operation w/o AES encryption, antenna, battery, rapid style ac charger, hard plastic case with 3° belt cfip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2)	\$ 3,157.26	\$ 3,157.26

4.4.19	Programming Software for Digital Single Band Portable Radio	\$ 375.00	\$ 3,750.00
4.4.20	Programming Cable for Digital Single Band Portable Radio	\$ 68.25	\$ 562.50
4.4.21	Option for "Public Safety Yellow" housing for Digital Single Band Portable Radio	\$ 17.25	\$ 34.60
4.4.22	Option to enable GPS feature upon original purchase	\$ 80.00	\$ 160.00
4.4.23	Spare Speaker microphone w/ 3.5mm audio jack for Digital Single Band Portable Radio	\$ 85.60	\$ 428.00
4.4.24	Spare Battery for Digital Single Band Portable Radio	\$ 105.00	\$ 1,050.00
4.4.25	Spare ac rapid charger for Digital Single Band Portable Radio	\$ 100.00	\$ 500.00
4.4.26	Spare antenna for Digital Single Band Portabel Radio	\$ 16.80	\$ 84.00
4.4.26.1	Spare GPS/Single Band antenna for Digital Single Band Portable Radio	. \$ 15.75	\$ 78.75
4.4.28	Spare Hard Plastic case with 2 ½ inch and 3 inch belt clips	\$ 30.75	\$ 615.00
4.4.29	Encryption Key Loader cable (for KVL3000+) for Digital Single Band Portable radio	\$ 88.00	\$ 440.00
4.4.31.1	Delete Over-the-Air-Programming feature	\$ (80.00)	\$ (400.00)
4.4.32	Enable Over-the-Air-Rekeying feature	\$ 328.00	\$ 1,640.00
5.5.19,1	Digital Single Band Mobile Radio, 380- 470 MHz, 512 channels, w/AES encryption, Dash mount, low/med power, remote speaker, microphone	\$ 4,059.52	\$ 40,595.20
5.5.19.1.1	Digital Single Band Mobile Radio, VHF, 512 channels, w/AES encryption, Desh mount, low/med power, remote speaker, microphone	\$ 4,059.52	\$ 40,595.20

5.5.19.2	Digital Single Band Mobile Radio, 380- 470 MHz, 512 channels, w/o AES encryption, Dash mount, low/med power, remote speaker, microphone	\$ 3,504.07	\$ 35,040.70
5.5.19,2.1	Digital Single Band Mobile Radio, VHF, 512 channels, w/o AES encryption, Dash mount, low/med power, remote speaker, microphone	\$ 3,504.07	\$ 3,504.07
5.5.20	Spare microphone for Digital Single Band Mobile Radio	\$ 54.00	\$ 540.00
5.5.21	Programming Software for Digital Single Band Mobile Radio	\$ 375.00	\$ 375.00
5.5.22	Programming Cable for Digital Single Band Mobile Radio	\$ 63.75	\$ 63.76
5.5.23	High Power Option for Digital Single Band Mobile Radio	\$ 345.00	\$ 345.00
5.5.24	Option to enable GPS feature upon original purchase	\$ 75.00	\$ 75.00
5.5.24.1	GPS antenna for Digital Single Band mobile radio	\$ 56.25	\$ 56.25
5.5.25	AC Power Supoply to convert a Digital Single Band radio into a base station.	\$ 233.91	\$ 233.91
5.5.26	Desk top style microphone for Digital Single Band Mobile radio	\$ 128.75	\$ 126.75
5.5.27	Optional remote speaker for Digital Single Band Mobile Radio (512 channels)	\$ 45.38	\$ 45.38
5.5.28	Encryption Key Loader cable (for KVL 3000+) for Digital Single Band Mobile radio	\$ 94.13	\$ 94.13
5.5.31.1	Delete Over-the-Air-Programming feature	\$ (69.00)	\$ (345.00)
5.5.32	Enable Over-the-Air-Rekeying feature	\$ 282.90	\$ 1,414.50
6.6.18.1	Digital Single Band Portable Radio, 512 channels, 380-470 Mhz, w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case, belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 1)	\$ 4,019.76	\$ 20,098.80

6.6.18.1.1	Digital Single Band Portable Radio, 612 channels, VHF, w/AES encryption, antenna, battery, rapid style ac charger, hard plastic case, belt clip, spare battery, and speaker microphone w/3.5mm audio jack (SIRN Tier 1)	\$ 4,019.76	\$ 4,019.76
6.6.18.2	Digital Single Band Portable Radio, 512 channels, 380-470 Mhz, w/o AES encryption, antenna, battery, rapid style ac changer, hard plastic case, belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2)	\$ 3,484.31	\$ 17,321.55
6.6.18.2.1	Digital Single Band Portable Radio, 512 channels, VHF, w/o AES encryption, antenna, battery, rapid style ac charger, hard plastic case, belt clip, spare battery, and speaker microphone w/ 3.5mm audio jack (SIRN Tier 2)	\$ 3,464.31	\$ 3,464.31
6.6.19	Programming Software for Digital Single Band Portable Radio	\$ 375.00	\$ 375.00
6.6.20	Programming Cable for Digital Single Band Portable Radio	\$ 56.25	\$ 56.25
6.6.21	Option for "Public Safety Yellow" housing for Digital Single Band Portable Radio	\$ 18.76	\$ 18.75
6.6.22	Option to enable GPS feature upon original purchase	\$ 75.00	\$ 75.00
6.6.23	Spare Speaker microphone w/ 3.5mm audio jack for Digital Single Band Portable Radio	\$ 80.25	\$ 80.25
6.6.24	Spare Battery for Digital Single Band Portable Radio (512 channels)	\$ 105.00	\$ 105.00
6.6.25	Spare ac rapid charger for Digital Single Band Portable Radio (512 channels)	\$ 93.75	\$ 93.75
6.6.26	Spare antenna for Digital Single Band Portabel Radio (512 channels)	\$ 15.75	\$ 15.75
6.6.26.1	Spare GPS/Single Band antenna for Digital Single Band Portable Radio	\$ 15.75	\$ 15.75
6.6.28	Spare Hard Plastic case with 2 1/2 inch belt clip	\$ 21.75	\$ 21,75
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6.6.29	Encryption Key Loader cable (for KVL3000+) for Digital Single Band Portable radio	\$ 82.50	\$ 82.50
6.6.31.1	Delete Over-the-Air-Programming feature	\$ (69,00)	\$ (345.00)
6.6.32	Enable Over-the-Air-Rekeying feature	\$ 282.90	\$ 1,414.50
7.7.1	Consolette consisting of Desk top controller, Signal Aggregate Device, Dual Band Mobile Radio (section 3.1 specifications), all required power supplies	\$ 9,466.86	\$ 47,334.30
7.7.2	Consolette consisting of Desk top controller, Signal Aggregate Device, Single Band Mobile Radio (section 3.2 specifications), all required power supplies	\$ 9,190.86	\$ 45,954.30
7.7.3	Separate Desk Top Controller	\$ 1,802.15	\$ 3,604.30
7.7.4	Separate Signal Aggregate Device	\$ 1,790.75	\$ 8,953.75
7.7.5	Separate Desktop Base Station (Consolette) section 3.1 specifications W/O Desk top controller and Signal Aggregate Device	\$ 5,873.96	\$ 29,369.80
7.7.6 ·	Separate Desktop Base Station (Consolette) sectoin 3.2 specificatoin s W/O Desk top Controller an dSiognal Aggregate Device	\$ 5,597.96	\$ 27,989.80

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Equipment Pricing List 1-11

Failure to use this form may result in **Total Cost:** disqualification. Bidder / Vendor Information: Name: Motorola Solutions, Inc. Address: 7031 Columbia Gateway Drive, 3rd Floor Columbia, MD 21046 Phone #: 304-860-5051 Email Address: petermarotta@motorolasolutions.com Contact Coordinator Information: Name: Peter Marotta Address: 7031 Columbia Gateway Drive, 3rd Floor Columbia, MD 21046 Phone #: 304-860-5051 Email Address: petermarotta@motorolasolutions.com *Quantities are estimated annual usage for bidding purposes and bidder's information.

1.2 ALTERNATE PRICE OPTIONS

The following tables provide pricing information for an alternate device configuration for digital single band mobiles and portables.

Alternate Mobile Option		Qty	single unit	extended pricing
3.5.19.1	Digital Single Band Mobile Radio, 380- 470 Mhz, 512 channels, w/AES encryption, Dash Mount, low/med power, remote spanker, microphone supports OTAP, does not support OTAR		\$ 3,332.33	
3.5.19.1.1	Digital Single Band Mobile Radio, VHF, \$12 channels, w/AES encryption, Dash Mount, low/med power, remote speaker, microphone supports OTAP, does not support OTAR		\$ 3,332.33	\$ 33,323.30
3.5.19.2	Digital Single Band Mobile Radio, 380- 470 Mhz, 512 channels, w/out AES encryption, Dash Mount, low/med power, remote speaker, microphone supports OTAP, does not support OTAR	3	\$ 2,760.78	\$ 27,507.80
3.5.19.2.1	Digital Single Band Mobile Redio, VHF, 512 channels, w/out AES encryption, Dash Mount, low/med power, remote speaker, microphone supports OTAP, does not support OTAR		\$ 2,760.78	\$ 2,760.78

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Alternate Portable Option		Qty	single unit	extended nit pricing	
3.6.18.1	Digital Single Band Portable Radio, 380-470 Mhz, 512 channels, w/AES encryption, antenna, battery, rapid style ac charger, regular hard plastic case, 2.5" belt clip, spare battery, and apeaker microphone w/3.5mm audio jack, OTAP, does not support OTAR	-	\$ 3,177.47	\$ 15,887.35	
3.6.18.1.1	Digital Single Band Portable Radio, VHF operation, 512 channels, w/AES encryption, antenna, battery, rapid style ac charger, regular hard plastic case, 2.6" belt clip, spare battery, and speaker microphone w/3.5mm audio jack, OTAP, does not support OTAR		\$ 3,177,47	\$ 3,177.47	
3.6.18.2	Digital Single Band Portable Radio, 380-470 Mhz, 512 channels, w/out AES encryption, antenna, battery, rapid style ac charger, regular hard plastic case, 2.6" belt clip, spare battery, and speaker microphone w/3.5mm audio jack, OTAP, does not support OTAR		\$ 2,605.92	\$ 13,029.60	
3.6.18.2.1	Digital Single Band Portable Radio, VHF operation, 512 channels, w/out AES encryption, antenna, battery, rapid style ac charger, regular hard plastic case, 2.5" belt clip, spare battery, and speaker microphone w/3.5mm audio jack, OTAP, does not support OTAR		\$ 2,605.92	\$ 2,605.92	