



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

**Request for  
 Quotation**

RFQ NUMBER  
**DPS0931**

PAGE  
**1**

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

VENDOR

\*709024003 02 304-253-0086  
**MOTOROLA COMMUNICATIONS & ELEC  
 101 BLUFF ROAD  
 BECKLEY WV 25801**

SHIP TO

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

DATE PRINTED <b>04/02/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/23/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-74		
<p><b>TWO-WAY RADIOS, PORTABLE</b></p> <p>OPEN-END CONTRACT TO PROVIDE VHF &amp; UHF DIGITAL TWO-WAY PORTABLE RADIOS FOR THE WEST VIRGINIA STATE POLICE PER THE SPECIFICATIONS.</p> <p>QUESTIONS: QUESTIONS SHALL BE SUBMITTED IN WRITING TO: JOHN ABBOTT, SR. BUYER - EMAILS PREFERRED, AND SHOULD BE SENT TO JOHN.H.ABBOTT@WV.GOV, NO LATER THAN 4/17/2009; 2:00 PM</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

**RECEIVED**

**2009 APR 22 A 10:20**

**PURCHASING DIVISION  
 STATE OF WV**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jacquelyn Wasni</i>	* Jacquelyn Wasni	TELEPHONE 410-712-6200	DATE April 21, 2009
TITLE MSSI Vice President	FEIN 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Wasni</i>	* Jacquelyn Wasni	TELEPHONE 410-712-6200	DATE April 21, 2009
TITLE MSSI Vice President	FEIN 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: DPS0931-----</p> <p>BID OPENING DATE: 4/23/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Wasni</i>	* Jacquelyn Wasni	TELEPHONE 410-712-6200	DATE April 21, 2009
TITLE MSSI Vice President	FEIN 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE	

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 CONTACT PERSON (PLEASE PRINT CLEARLY):  
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\*\*\*\*\* THIS IS THE END OF RFQ DPS0931 \*\*\*\*\* TOTAL: \_\_\_\_\_

\* Motorola's proposal is subject to Motorola's Clarifications to the terms and conditions set forth in the West Virginia State Police Request for Quotation and to the attached and incorporated Master Purchase Agreement and Software Licensing Agreement, or, in the alternative, a negotiated version thereof.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Wasni</i>	* Jacquelyn Wasni	TELEPHONE 410-712-6200	DATE April 21, 2009
TITLE MSSI Vice President	FEIN 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE	

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division. ±
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30. ±
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract. ±
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor. ±
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

± See Clarifications Sheet

**Motorola's Clarifications to the West Virginia State Police  
Request for Quotation (RFQ NO. DPS0931) - Portable Two-Way Radios**

GENERAL TERMS AND CONDITIONS:

3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.

*Motorola complies with clarification. Motorola's performance will comply with the directly applicable laws related to the performance of contract resulting from this solicitation.*

5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services of goods, this Purchase Order/Contract becomes void and of no effect after June 30.

*Motorola complies with clarification. Customer shall use its best efforts to secure sufficient appropriations to fund the Contract. Customer agrees that, to the extent permitted by law, it will not, during the term of the Contract, give priority in the appropriation of funds to any other functionally similar equipment or services, and Customer may not terminate in order to acquire any other equipment or services or to allocate funds directly or indirectly for equipment or services that perform essentially the same function as equipment or services provided to the Customer pursuant to the Contract. If, however, the funds appropriated in any fiscal period are insufficient for any payment by Customer due hereunder, the Contract will terminate on the last day of the period for which appropriations were received. Such termination will be without penalty or expense to Customer. Customer shall give written notice to Motorola of insufficient funding as soon as practicable after Customer becomes aware of such insufficiency.*

11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

*Motorola complies with clarification. Motorola's performance will comply with the directly applicable laws related to the performance of contract resulting from this solicitation.*

14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA) approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

*Motorola complies with clarification. Motorola's performance will comply with the directly applicable laws related to the performance of contract resulting from this solicitation.*

RFQ PAGE 3, PROVISION 2:

The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including any electronic medium such as CD-ROM.

*Motorola takes exception. Motorola's proposal is subject to Motorola's clarifications to the terms and conditions set forth in the West Virginia State Police RFQ No.: DPS0931 and to the attached and incorporated Master Purchase Agreement and Software Licensing Agreement, or, in the alternative, a negotiated version thereof.*

### VHF and UHF PORTABLE DIGITAL RADIO SPECIFICATIONS

The West Virginia State Police, hereinafter agency is soliciting competitive bids to establish an open-end contract for the purchase of digital P-25 portable/handheld radio equipment and related accessories. The awarded contract(s) shall be available for use by this agency as well as all other entities of state government, and all counties and municipalities within the State Of West Virginia.

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

	Comply?	
	Yes	No
<b><u>TIER-1</u></b>		
1. VHF Portable - P-25 Digital CAI ready - Trunking Capable with optional software	<u>XXXX</u>	_____
1.1. Radio shall be programmable for operation in the 136-174 MHz band.	<u>XXXX</u>	_____
1.2. Radio shall have a programmable output power of 2 to 5 watts	<u>XXXX</u>	_____
1.3. Radio duty cycle will be assumed to be 5/5/90 (5% transmit/5% receive/90% standby per TIA/EIA Specification 903).	<u>XXXX</u>	_____
1.3.1. Battery life should be 10 hours or greater. NiMH or Lithium Ion batteries are acceptable. (Nickel Cadmium batteries are not acceptable.)	<u>XXXX</u>	_____
1.3.2. A Rapid charge battery shall be provided, charging to full capacity in four hours or less.	<u>XXXX</u>	_____
<b><i>Clarification: Assuming no reconditioning is required.</i></b>		
1.4. Digital Capabilities		
1.4.1. Radio shall be P-25 CAI compatible and operate on the West Virginia Department of Natural Resources system	<u>XXXX</u>	_____
1.4.2. Radio shall be capable of upgrade to P-25 Trunking capability.		
1.5. Unit shall be capable of receiving and transmitting on a minimum of 512 channels / 24 zones.	<u>XXXX</u>	_____
<b><i>Motorola XTS2500 II has 870 talkgroups or channels / up to 50 zones.</i></b>		



		Comply?	
		Yes	No
1.5.1. P-25 Trunked Channelization			
1.5.1.1.	Talkgroups may be entered into the radio with multiple parameters (i.e. - Talkgroup 1 may be strapped secure and another entry of Talkgroup 1 may be strapped clear).	<u>XXXX</u>	_____
1.5.1.2.	Radios in which a talkgroup may be entered and configured only one time are not acceptable.	<u>XXXX</u>	_____
1.5.2. Conventional (Non-Trunked) Channelization			
1.5.2.1.	Each channel shall be individually programmable with regard to wideband / narrowband operation.	<u>XXXX</u>	_____
1.5.2.2.	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones not necessarily the same, for each programmed channel.	<u>XXXX</u>	_____
1.5.2.3.	There shall be no limitations in the radio with regard to what channels (frequencies) may be programmed into the radio within the authorized frequency split	_____	<u>XXXX</u>

***Clarification: The relative radiated receive sensitivity test (formerly referred to as self-quieters) measures the sensitivity from 136.05MHz to 173.975MHz in 12.5kHz steps. The radio is set to 25kHz channel mode. These measurements were taken in a shielded environment so that degraded sensitivity at the discrete frequencies is known to be due to the radio's self-interference (as opposed to external interference.) The following list contains frequencies which were consistently found to have severely degraded performance on all measured radios: 147.4450, 147.4475, 147.4500, 151.1975, 151.2000, 153.6000, 161.9975, 162.000, 162.0025, 165.8975, 165.9000, 165.9025, 167.9975, 168.000, 168.0025, 172.0200, 172.0225.***

	Comply?	
	Yes	No
1.6. Scanning		
1.6.1. Radio shall be capable of using and storing user defined scan lists.	<u>XXXX</u>	_____
1.6.2. Scan lists may also be defined in programming software.	<u>XXXX</u>	_____
1.6.2.1. Predefined scan lists may be edited by the user utilizing buttons on the radio.	<u>XXXX</u>	_____
1.6.2.2. Scan lists shall be able to be established at the user/keypad level the user/keypad level.	<u>XXXX</u>	_____
1.6.2.3. Scanning will be enabled and disabled by depressing no more than one button, one time.	<u>XXXX</u>	_____
1.7. Display		
1.7.1. Radio shall have an alphanumeric display with a minimum of 2 rows of 12 characters. <b>Clarification: 2 rows of 12 characters &amp; 2 rows for status icons.</b>	<u>XXXX</u>	_____
1.7.2. Radio shall have a backlit display.	<u>XXXX</u>	_____
1.7.3. Radio shall have a battery status. <b>XTS2500 also displays additional battery info such as actual capacity and time until next re-conditioning cycle.</b>	<u>XXXX</u>	_____
1.7.4. Radio shall have ID display capability.	<u>XXXX</u>	_____
1.8. Channel/Zone selection		
1.8.1. Channel selection will be byway of rotary knob to select a minimum of 16 channels.	<u>XXXX</u>	_____
1.8.2. Zone selection to allow access to more groups of frequencies will be via other controls or buttons.	<u>XXXX</u>	_____
1.9. Receiver audio stage shall be capable of a minimum of 250 milliwatts of audio from the internal speaker.	<u>XXXX</u>	_____
2. UHF Portable - P-25 Digital Trunking ready		
2.1. Radio shall be programmable for operation in the 403-470 MHz band. <b>Motorola range from 380-470 MHz.</b>	<u>XXXX</u>	_____

	Comply?	
	Yes	No
2.2. Radio shall have a programmable output power of 2 to 5 watts.	<u>XXXX</u>	_____
2.3. Radio duty cycle will be assumed to be 5/5/90 (5% transmit/5% receive/90% standby per TIA/EIA Specification 903).	XXXX	_____
2.3.1. Battery life should be 10 hours or greater. NIMH or Lithium Ion batteries are acceptable. (Nickel Cadmium batteries are not acceptable.)	XXXX	_____
2.3.2. A Rapid charge battery shall be provided, charging to full capacity in four hours or less.	<u>XXXX</u>	_____
<b>Clarification: Assuming no reconditioning is required.</b>		
2.4. Digital Capabilities		
2.4.1. Radio shall be P-25 Trunking capable and compatible with the VWIRP P-25 Trunked system.	<u>XXXX</u>	_____
2.4.2. Radio shall include P-25 CAI (Common Air Interface) compatibility.	<u>XXXX</u>	_____
2.5. Unit shall be capable of receiving and transmitting on a minimum of 512 channels / 24 zones.	<u>XXXX</u>	_____
<b>Motorola XTS2500 II has 870 talkgroups or channels / up to 50 zones.</b>		
2.5.1. P-25 Trunked Channelization		
2.5.1.1. Talkgroups may be entered into the radio with multiple parameters (i.e. - Talkgroup 1 may be strapped secure and another entry of Talkgroup 1 may be strapped clear).	<u>XXXX</u>	_____
2.5.1.2. Radios in which a talkgroup may be entered and configured only one time are not acceptable.	<u>XXXX</u>	_____
2.5.2. Conventional (Non-Trunked) Channelization		
2.5.2.1. Each channel shall be individually programmable with regard to wideband /narrowband operation.	<u>XXXX</u>	_____

		Comply?	
		Yes	No
2.5.2.2.	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	<u>XXXX</u>	_____
2.5.2.3.	There shall be no limitations in the radio with regard to what channels (frequencies) may be programmed into the radio within the authorized frequency split.	_____	<u>XXXX</u>
<p><b><i>Clarification: The relative radiated receive sensitivity test (formerly referred to as self-quieters) measures the sensitivity from 380MHz to 470 MHz in 12.5kHz steps. The radio is set to 25kHz channel mode. These measurements were taken in a shielded environment so that degraded sensitivity at the discrete frequencies is known to be due to the radio's self-interference (as opposed to external interference.) The following list contains frequencies which were consistently found to have severely degraded performance on all measured radios: 381.535 (secure), 386.400, 389.490 (secure), 393.195, 396.000, 396.300, 405.380 (secure), 413.330 (secure), 414.000, 415.500, 417.770, 420.000, 421.280 (secure), 426.600, 429.230 (secure), 432.000, 432.6125, 434.700, 436.800, 442.3438, 450.000, 453.600, 456.000, 460.800, 462.000, 466.920, 468.000.</i></b></p>			
2.6. Scanning			
2.6.1.	Radio shall be capable of using and storing user defined scan lists.	<u>XXXX</u>	_____
2.6.2.	Scan lists may also be defined in programming software.	<u>XXXX</u>	_____
2.6.2.1.	Predefined scan lists may be edited by the user utilizing buttons on the radio.	<u>XXXX</u>	_____
2.6.2.2.	Scan lists shall be able to be established at the user/keypad level.	<u>XXXX</u>	_____
2.6.2.3.	Scanning will be enabled and disabled by depressing no more than one button, one time.	<u>XXXX</u>	_____

	Comply?	
	Yes	No
2.7. Display		
2.7.1. Radio shall have an alphanumeric display with a minimum of 2 rows of 12 characters. <i>Motorola XTS2500 II has 870 talkgroups or channels / up to 50 zones.</i>	<u>XXXX</u>	_____
2.7.2. Radio shall have a backlit display.	<u>XXXX</u>	_____
2.7.3. Radio shall have a battery status. <i>XTS2500 also displays additional battery info such as actual capacity and time until next re-conditioning cycle.</i>	<u>XXXX</u>	_____
2.7.4. Radio shall have ID display capability.	<u>XXXX</u>	_____
2.8. Channel/Zone selection		
2.8.1. Channel selection will be by way of rotary knob to select at minimum of 16 channels.	<u>XXXX</u>	_____
2.8.2. Zone selection to allow access more groups of frequencies will be via other controls or buttons.	<u>XXXX</u>	_____
2.9. Receiver audio stage shall be capable of a minimum of 250 milliwatts of audio from the internal speaker.	<u>XXXX</u>	_____
2.10. Encryption		
2.10.1. Any hardware necessary for AES encryption will be installed in the radio at time of purchase.		
2.10.2. AES encryption capability will be offered as a software option at time of purchase.	<u>XXXX</u>	_____
2.10.3. AES encryption keys shall be able to be loaded utilizing a Motorola KVL 3000 Plus keyloader. A part number for appropriate cable shall be provided	<u>XXXX</u>	_____
2.10.4. Radio shall be capable of storing multiple AES encryption keys. The ability to store more than one key shall be considered to be part of AES encryption being in the radio.	<u>XXXX</u>	_____
<b>3. General Specifications</b>		
3.1. Remote Microphone		
3.1.1. A remote microphone with coiled cord shall be provided.	<u>XXXX</u>	_____
3.1.1.1. The microphone cable shall be capable of extending a minimum of 24 inches.	<u>XXXX</u>	_____
3.1.1.2. The microphone shall have a spring clip to allow it to be clipped to clothing.	<u>XXXX</u>	_____

		Comply?	
		Yes	No
3.1.1.3.	The remote microphone shall be available for individual purchase.	<u>XXXX</u>	_____
 3.2. Charger			
3.2.1.	A desktop charger shall be provided to allow rapid charging from an 117V power source.	<u>XXXX</u>	_____
3.2.1.1.	This charger shall be equipped with indication of both charging and charger completion.	<u>XXXX</u>	_____
3.2.1.2.	This charger shall be capable of both a fast and trickle charge to return the battery to a fully charged condition in 4 hours or less.	<u>XXXX</u>	_____
3.2.1.3.	This unit should incorporate a built-in battery conditioner.	<u>XXXX</u>	_____
3.2.1.4.	The charger shall be available for individual purchase.	<u>XXXX</u>	_____
 3.3. Portable Radio Belt Loop			
3.3.1.	A black leather belt loop shall be provided with each portable purchased.	<u>XXXX</u>	_____
3.3.2.	The black leather belt loop shall be available for individual purchase, should additional belt loops be needed.	<u>XXXX</u>	_____
 3.4. Warranty			
3.4.1.	All equipment shall be warranted for a minimum period of 3 years, including parts and labor, and beginning when the equipment is first placed in service <b><i>Motorola response: The equipment is warranted for one year from date of shipment and we offer additional coverage 2 or 3 year increments by purchasing our Radio Service Advantage Plan options see terms and conditions attached. The three year coverage is included in the base price of each radio offering.</i></b>	See <u>Motorola Response</u>	
3.4.2.	All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio.	<u>XXXX</u>	_____
3.4.3.	Any lost feature information (i.e. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.	_____	<u>XXXX</u>
3.4.4.	The successful vendor shall provide pre-paid shipping labels to cover all shipping charges for any item needing to be returned for repair work during the warranty period.	<u>XXXX</u>	_____

	Comply?	
	Yes	No
3.5. Service Manuals (Only for WV State Police purchases)		
3.5.1. Schematics and complete service manuals will be available.	<u>XXXX</u>	_____
3.5.2. An option shall be provided to purchase depot level services manuals in paper form.	<u>XXXX</u>	_____
3.5.3. Electronic versions of depot level service manuals shall be provided at no cost to WV State Police upon the initial purchase under this contract.	<u>XXXX</u>	_____
3.5.4. Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract.	<u>XXXX</u>	_____
3.6. Programming Software and Equipment Firmware		
3.6.1. An option shall be available to purchase Software, Cable and any interfaces necessary to program the radio	<u>XXXX</u>	_____
3.6.1.1. Programming cables shall utilize USB interface to computers.	<u>XXXX</u>	_____
Note: Any interfaces to Parallel or Serial ports shall cause disqualification of associated radios and options.	<u>XXXX</u>	_____
3.6.1.2. Updates to software shall be provided at no additional charge via Internet account to allow continuous access updates.	XXXX	
<b>Clarification: Programming software updates will be provided through internet access for up to 3 years at no charge after the purchase of said software.</b>		With Limitation. See Clarification
3.6.1.2.1. Short term access is not acceptable.	<u>XXXX</u>	_____
3.6.1.2.2. Username, password, and website address shall be provided with bid and shall be part of the bid analysis and award	<u>XXXX</u>	_____
<b>Clarification: Provided with customer signup to Motorola On Line (MOL)</b>		With Clarification
3.6.2. Radio firmware required to keep hardware current to P-25 standards shall be provided continuously during the life of the contract.	<u>XXXX</u>	_____
<b>Clarification: Available as part of an overall Software Subscription Agreement (SSA) that would be purchased separately.</b>		See Clarification
3.6.2.1. Manufacturer shall provide internet access to this software/firmware.		
<b>Clarification: Flash upgrades are available for purchase on an as needed basis and are provided in CD format.</b>	_____	<u>XXXX</u>

		Comply?	
		Yes	No
3.6.2.2.	Updates to software shall be provided at no additional charge via Internet account to allow continuous access updates. <b>Clarification: Flash upgrades are available for purchase on an as needed basis and are provided in CD format.</b>	_____	<u>XXXX</u>
3.6.2.2.1.	Short term access is not acceptable.	<u>Understand</u>	
3.6.2.2.2.	Username, password, and website address shall be provided with bid and shall be a part of the bid analysis aware	_____	<u>XXXX</u>
<b>3.7 Evaluation of bid</b>			
3.7.1.	A working example of the equipment to be provided will be available for evaluation prior to award.	<u>XXXX</u>	_____
3.7.2.	Operating and repair manuals will be provided on each component delivered for evaluation.	<u>XXXX</u>	_____
3.7.3.	The documentation supplied by the accepted vendor will not be returned, and shall not be construed as being part of the manuals required in other parts of this specification.	<u>XXXX</u>	_____
3.7.4.	A working example of the equipment to be provided will be available for evaluation prior to award and for certification on the VWIRP system as required.	<u>XXXX</u>	_____
3.7.5.	Special / Promotional pricing offered by vendors for limited periods of time shall not be considered for bid award.	<u>XXXX</u>	_____
<b>3.8. Manufacturers modifications and dealer roles</b>			
3.8.1.	Any modifications to equipment necessary to comply with specifications will be completed at factory/corporate locations and shall not be performed at field repair shops.	<u>XXXX</u>	_____
3.8.2.	Any local dealers representing manufacturers are expected to only provide support to the manufacturer and NOT warranty or provide modifications to equipment. (Warranty work shall be performed at corporate depot type repair facilities.)	<u>XXXX</u>	_____
3.8.3.	All bidders must provide written certification from manufacturers of their qualification to represent that manufacturer as an authorized vendor. Failure to comply will be grounds for disqualification.	XXXX	_____



	Comply?	
	Yes	No
4. Options for Tier-1		
4.1. Addition of P-25 Trunking for Tier-1 - Item #1	<u>XXXX</u>	_____
4.2. AES Encryption for Tier 1 - Item #2	<u>XXXX</u>	_____
4.3. Keyloader cable for use with Motorola KVL 3000 Plus	<u>XXXX</u>	_____
4.4. Programming Software	<u>XXXX</u>	_____
4.5. Programming Cable and any necessary interface	<u>XXX</u>	_____
4.6. Additional Desktop Charger	<u>XXXX</u>	_____
4.7. Additional Lapel Microphone	<u>XXXX</u>	_____
4.8. Additional Portable Radio Belt Loop	<u>XXXX</u>	_____
4.9. Additional Battery identical to that originally provided	<u>XXXX</u>	_____
4.10. Additional year of warranty (Total of 4 years)	<u>XXXX</u>	_____
4.11. Additional year of warranty (Total of 5 years)	<u>XXXX</u>	_____

		Comply?	
		Yes	No
<b><u>TIER-2</u></b>			
1.	VHF Portable - P-25 Digital CAI ready - Trunking Capable with optional software		
1.1.	Radio shall be programmable for operation in the 136-174 MHz band.	<u>XXXX</u>	_____
1.2.	Radio shall have a programmable output power of 2 to 4 watts.	<u>XXXX</u>	_____
1.3.	Radio duty cycle will be assumed to be 5/5/90 (5% transmit/5% receive/90% standby per TIA/EIA Specification 903).	<u>XXXX</u>	_____
1.3.1.	Battery life should be 10 hours or greater. NIMH or Lithium Ion batteries are acceptable. (Nickel Cadmium batteries are not acceptable.)	<u>XXXX</u>	_____
1.3.2.	A Rapid charge battery shall be provided, charging to full capacity in four hours or less.	<u>XXXX</u>	_____
1.4.	Digital Capabilities		
1.4.1.	Radio shall be P-25 CAI compatible and operate on the West Virginia Department of Natural Resources system.	<u>XXXX</u>	_____
1.4.2.	Radio shall be capable of upgrade to P-25 Trunking capability.	<u>XXXX</u>	_____
1.5.	Unit shall be capable of receiving and transmitting on a minimum of 512 channels /16 zones.	<u>XXXX</u>	_____
	<b><i>Motorola XTS2500 II has 870 talkgroups or channels / up to 50 zones.</i></b>		
1.5.1.	P-25 Trunked Channelization		
1.5.1.1.	Talkgroups may be entered into the radio with multiple parameters (i.e. -Talkgroup 1 may be strapped secure and another entry of Talkgroup 1 may be strapped clear).	<u>XXXX</u>	_____
1.5.1.2.	Radios in which a talkgroup may be entered and configured only one time are not acceptable.	<u>XXXX</u>	_____
1.5.2.	Conventional (Non-Trunked) Channelization		

		Comply?	
		Yes	No
1.5.2.1.	Each channel shall be individually programmable with regard to wideband /narrowband operation.	<u>XXXX</u>	_____
1.5.2.2.	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	<u>XXXX</u>	_____
1.5.2.3.	There shall be no limitations in the radio with regard to what channels (frequencies) may be programmed into the radio within the authorized frequency split.	_____	<u>XXXX</u>
<p><b><i>Clarification: The relative radiated receive sensitivity test (formerly referred to as self-quieters) measures the sensitivity from 136.05MHz to 173.975MHz in 12.5kHz steps. The radio is set to 25kHz channel mode. These measurements were taken in a shielded environment so that degraded sensitivity at the discrete frequencies is known to be due to the radio's self-interference (as opposed to external interference.) The following list contains frequencies which were consistently found to have severely degraded performance on all measured radios: 147.4450, 147.4475, 147.4500, 151.1975, 151.2000, 153.6000, 161.9975, 162.000, 162.0025, 165.8975, 165.9000, 165.9025, 167.9975, 168.000, 168.0025, 172.0200, 172.0225.</i></b></p>			
1.6.	Scanning		
1.6.1.	Radio shall be capable of using and storing user defined scan lists.	<u>XXXX</u>	_____
1.6.2.	Scan lists may also be defined in programming software.	<u>XXXX</u>	_____
1.6.2.1.	Predefined scan lists may be edited by the user utilizing buttons on the radio.	<u>XXXX</u>	_____
1.6.2.2.	Scan lists shall be able to be established at the user/keypad level.	<u>XXXX</u>	_____
1.6.2.3.	Scanning will be enabled and disabled by depressing no more than one button, one time	<u>XXXX</u>	_____

		Comply?	
		Yes	No
1.7.	Display		
1.7.1.	Radio shall have an alphanumeric display with a minimum of 2 rows of 12 characters. <b>Clarification: 2 rows of 12 characters &amp; 2 rows for status icons.</b>	<u>XXXX</u>	_____
1.7.2.	Radio shall have a backlit display.	<u>XXXX</u>	_____
1.7.3.	Radio shall have a battery status. <b>XTS2500 also displays additional battery info such as actual capacity and time until next re-conditioning cycle.</b>	<u>XXXX</u>	_____
1.7.4.	Radio shall have ID display capability.	<u>XXXX</u>	_____
1.8.	Channel/Zone selection		
1.8.1.	Channel selection will be by way of rotary knob to select at minimum of 16 channels.	<u>XXXX</u>	_____
1.8.2.	Zone selection to allow access more groups of frequencies will be via other controls or buttons.	<u>XXXX</u>	_____
1.9.	Receiver audio stage shall be capable of a minimum of 250 milliwatts of audio from the internal speaker.	<u>XXXX</u>	_____
2.	UHF Portable - P-25 Digital Trunking ready	<u>XXXX</u>	_____
2.1.	Radio shall be programmable for operation in the 403-470 MHz band. <b>Motorola range 380-470 MHz</b>	<u>XXXX</u>	_____
2.2.	Radio shall have a programmable output power of 2 to 4 watts. <b>Motorola's XTS2500 has power output of up to 5 watts.</b>	<u>XXXX</u>	_____
2.3.	Radio duty cycle will be assumed to be 5/5/90 (5% transmit/5% receive/90% standby per TIA/EIA Specification 903).	<u>XXXX</u>	_____
2.3.1.	Battery life should be 10 hours or greater. NiMH or Lithium Ion batteries are acceptable. (Nickel Cadmium batteries are not acceptable.)	<u>XXXX</u>	_____
2.3.2.	A Rapid charge battery shall be provided, charging to full capacity in four hours or less. <b>Clarification: Assuming no reconditioning is required.</b>	<u>XXXX</u>	_____

		Comply?	
		Yes	No
2.4.	Digital Capabilities		
2.4.1.	Radio shall be P-25 Trunking capable and compatible with the VWIRP P-25 Trunked system.	<u>XXXX</u>	_____
2.4.2.	Radio shall include P-25 CAI (Common Air Interface) compatibility.	<u>XXXX</u>	_____
2.5.	Unit shall be capable of receiving and transmitting on a minimum of 512 channels /16 zones. <b>Motorola XTS2500 II has 870 talkgroups or channels / up to 50 zones.</b>	<u>XXXX</u>	_____
2.5.1.	P-25 Trunked Channelization		
2.5.1.1.	Talkgroups may be entered into the radio with multiple parameters (i.e. -Talkgroup 1 may be strapped secure and another entry of Talkgroup 1 may be strapped clear)	<u>XXXX</u>	_____
2.5.1.2.	Radios in which a talkgroup may be entered and configured only one time are not acceptable.	<u>XXXX</u>	_____
2.5.2.	Conventional (Non-Trunked) Channelization	<u>XXXX</u>	_____
2.5.2.1.	Each channel shall be individually programmable with regard to wideband /narrowband operation.	<u>XXXX</u>	_____
2.5.2.2.	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	<u>XXXX</u>	_____
2.5.2.3.	There shall be no limitations in the radio with regard to what channels (frequencies) may be programmed into the radio within the authorized frequency split.	_____	<u>XXXX</u>
<p><b>Clarification: The relative radiated receive sensitivity test (formerly referred to as self-quieters) measures the sensitivity from 380MHz to 470 MHz in 12.5kHz steps. The radio is set to 25kHz channel mode. These measurements were taken in a shielded environment so that degraded sensitivity at the discrete frequencies is known to be due to the radio's self-interference (as opposed to external interference.) The following list contains frequencies which were consistently found to have severely degraded performance on all measured radios: 381.535 (secure), 386.400, 389.490 (secure), 393.195, 396.000, 396.300, 405.380 (secure), 413.330 (secure), 414.000, 415.500, 417.770, 420.000, 421.280 (secure), 426.600, 429.230 (secure), 432.000, 432.6125, 434.700, 436.800, 442.3438, 450.000, 453.600, 456.000, 460.800, 462.000, 466.920, 468.000.</b></p>			

		Comply?	
		Yes	No
2.6. Scanning			
2.6.1.	Radio shall be capable of using and storing user defined scan lists.	<u>XXXX</u>	_____
2.6.2.	Scan lists may also be defined in programming software.	<u>XXXX</u>	_____
2.6.2.1.	Predefined scan lists may be edited by the user utilizing buttons on the radio.	<u>XXXX</u>	_____
2.6.2.2.	Scan lists shall be able to be established at the user/keypad level.	<u>XXXX</u>	_____
2.6.2.3.	Scanning will be enabled and disabled by depressing no more than one button, one time.	<u>XXXX</u>	_____
2.7. Display			
2.7.1.	Radio shall have an alphanumeric display with a minimum of 2 rows of 12 characters. <b>Clarification: 2 rows of 12 characters &amp; 2 rows for status icons.</b>	<u>XXXX</u>	_____
2.7.2.	Radio shall have a backlit display.	<u>XXXX</u>	_____
2.7.3.	Radio shall have a battery status.	<u>XXXX</u>	_____
2.7.4.	Radio shall have ID display capability.	<u>XXXX</u>	_____
2.8. Channel/Zone selection			
2.8.1.	Channel selection will be by way of rotary knob to select at minimum of 16 channels.	<u>XXXX</u>	_____
2.8.2.	Zone selection to allow access more groups of frequencies will be via other controls or buttons.	<u>XXXX</u>	_____
2.9.	Receiver audio stage shall be capable of a minimum of 250 milliwatts of audio from the internal speaker.	<u>XXXX</u>	_____
2.10. Encryption			
2.10.1.	Any hardware necessary for AES encryption will be installed in the radio at time of purchase.	<u>XXXX</u>	_____
2.10.2.	AES encryption capability will be offered as a software option at time of purchase.	<u>XXXX</u>	_____
2.10.3.	AES encryption keys shall be able to be loaded utilizing a Motorola KVL 3000 Plus keyloader. A part number for appropriate cable shall be provided.	<u>XXXX</u>	_____

	Comply?	
	Yes	No
2.10.4. Radio shall be capable of storing multiple AES encryption keys. The ability to store more than one key shall be considered to be part of AES encryption being in the radio.	<u>XXXX</u>	_____
<b>3. General Specifications</b>		
3.1. Remote Microphone		
3.1.1. A remote microphone with coiled cord shall be provided.	<u>XXXX</u>	_____
3.1.1.1. The microphone cable shall be capable of extending a minimum of 24 inches.	<u>XXXX</u>	_____
3.1.1.2. The microphone shall have a spring clip to allow it to be clipped to clothing.	<u>XXXX</u>	_____
3.1.1.3. The remote microphone shall be available for individual purchase.	<u>XXXX</u>	_____
3.2. Charger		
3.2.1. A desktop charger shall be provided to allow rapid charging from an 117V power source.	<u>XXXX</u>	_____
3.2.1.1. This charger shall be equipped with indication of 1) charging and 2) charger completion.	<u>XXXX</u>	_____
3.2.1.2. This charger shall be capable of a fast and trickle charge to return the battery to a fully charged condition in 4 hours or less.	<u>XXXX</u>	_____
<b>Clarification: Assuming no reconditioning is required.</b>		
3.2.1.3. This unit should incorporate a built-in battery conditioner.	<u>XXXX</u>	_____
3.2.1.4. The charger shall be available for individual purchase.	<u>XXXX</u>	_____
3.3. Portable Radio Belt Loop		
3.3.1. A black leather belt loop shall be provided with each portable purchased.	<u>XXXX</u>	_____
3.3.2. The black leather belt loop shall be available for individual purchase, should additional belt loops be needed.	<u>XXXX</u>	_____

		Comply?	
		Yes	No
3.4. Warranty			
3.4.1.	All equipment shall be warranted for a minimum period of 3 years, including parts and labor, and beginning when the equipment is first placed in service.	<u>XXXX</u>	_____
<b><i>Motorola response: The equipment is warranted for one year from date of shipment and we offer additional coverage 2 or 3 year increments by purchasing our Radio Service Advantage Plan options see terms and conditions attached. The three year coverage is included in the base price of each radio offering.</i></b>		<b>See Motorola Response</b>	
3.4.2.	All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio.	<u>XXXX</u>	_____
3.4.3.	Any lost feature information (i.e. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.	_____	<u>XXXX</u>
3.4.4.	The successful vendor shall provide pre-paid shipping labels to cover all shipping charges for any item needing to be returned for repair work during the warranty period.	<u>XXXX</u>	_____
3.5 Service Manuals (Only for WV State Police purchases)			
3.5.1.	Schematics and complete service manuals will be available.	<u>XXXX</u>	_____
3.5.2.	An option shall be provided to purchase depot level services manuals in paper form.	<u>XXXX</u>	_____
3.5.3.	Electronic versions depot level service manuals shall be provided at no cost to WV State Police upon initial purchase under this contract.	<u>XXXX</u>	_____
3.5.4.	Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract.	<u>XXXX</u>	_____
3.6 Programming Software and Equipment Firmware			
3.6.1.	An option shall be available to purchase Software, Cable and any interfaces necessary to program the radio.	<u>XXXX</u>	_____



		Comply?	
		Yes	No
3.6.1.1.	Programming cables shall utilize USB interface to computers.	<u>XXXX</u>	_____
<p>Note: Any interfaces to Parallel or Serial ports shall cause disqualification of associated radios and options.</p>			
3.6.1.2.	Updates to software shall be provided at no additional charge via Internet account to allow continuous access updates.	<u>XXXX</u>	_____
<p><b>Clarification: Programming software updates will be provided through internet access for up to 3 years at no charge after the purchase of said software.</b></p>		<p>With Limitation See Clarification</p>	
3.6.1.2.1.	Short term access is not acceptable.	<u>XXXX</u>	_____
3.6.1.2.2.	Username, password, and website address shall be provided with bid and shall be part of the bid analysis and award	<u>XXXX</u>	_____
<p><b>Clarification: Provided with customer sign up to Motorola On Line (MOL)</b></p>		<p>With Clarification</p>	
3.6.2.	Radio firmware required to keep hardware current to P-25 standards shall be provided continuously during the life of the contract.	_____	<u>XXXX</u>
<p><b>Clarification: Available as part of an overall Software Subscription Agreement (SSA) that would be purchased separately.</b></p>			
3.6.2.1.	Manufacturer shall provide internet access to this software/firmware.	_____	<u>XXXX</u>
<p><b>Clarification: Flash upgrades are available for purchase on an as needed basis and are provided in CD format.</b></p>			
3.6.2.2.	Updates to software shall be provided at no additional charge via internet account to allow continuous access updates.	_____	<u>XXXX</u>
<p><b>Clarification: Flash upgrades are available for purchase on an as needed basis and are provided in CD format.</b></p>			
3.6.2.2.1.	Short term access is not acceptable.	<u>Understood</u>	
3.6.2.2.2.	Username, password, and website address shall be provided with bid and shall be part of the bid analysis and award	_____	<u>XXXX</u>
3.7 Evaluation of bid			
3.7.1.	A working example of the equipment to be provided will be available for evaluation prior to award.	<u>XXXX</u>	_____

	Comply?	
	Yes	No
3.7.2. Operating and repair manuals will be provided on each component delivered for evaluation.	<u>XXXX</u>	_____
3.7.3. The documentation supplied by the accepted vendor will not be returned, and shall not be construed as being part of the manuals required in other parts of this specification.	<u>XXXX</u>	_____
3.7.4. A working example of the equipment to be provided will be available for evaluation prior to award and for certification on the WVIRP system as required.	<u>XXXX</u>	_____
3.7.5. Special / Promotional pricing offered by vendors for limited periods of time shall not be considered for bid award.	<u>XXXX</u>	_____
3.8. Manufacturers modifications and dealer roles		
3.8.1. Any modifications to equipment necessary to comply with specifications will be completed at factory/corporate locations and shall not be performed at field repair shops.	<u>XXXX</u>	_____
3.8.2. Any local dealers representing manufacturers are expected to only provide support to the manufacturer and NOT warranty or provide modifications to equipment. (Warranty work shall be performed at corporate depot type repair facilities.)	<u>Does Not Apply Motorola is the manufacturer</u>	
3.8.3. All bidders must provide written certification from manufacturers of their qualification to represent that manufacturer as an authorized vendor. Failure to comply will be grounds for disqualification.	<u>XXXX</u>	_____

	<b>Comply?</b>	
	<b>Yes</b>	<b>No</b>
3.7.2. Operating and repair manuals will be provided on each component delivered for evaluation.	<u>XXXX</u>	_____
3.7.3. The documentation supplied by the accepted vendor will not be returned, and shall not be construed as being part of the manuals required in other parts of this specification.	<u>XXXX</u>	_____
3.7.4. A working example of the equipment to be provided will be available for evaluation prior to award and for certification on the WVIRP system as required.	<u>XXXX</u>	_____
3.7.5. Special / Promotional pricing offered by vendors for limited periods of time shall not be considered for bid award.	<u>XXXX</u>	_____
3.8. Manufacturers modifications and dealer roles		
3.8.1. Any modifications to equipment necessary to comply with specifications will be completed at factory/corporate locations and shall not be performed at field repair shops.	<u>XXXX</u>	_____
3.8.2. Any local dealers representing manufacturers are expected to only provide support to the manufacturer and NOT warranty or provide modifications to equipment. (Warranty work shall be performed at corporate depot type repair facilities.)		<b><u>Does Not Apply Motorola is the manufacturer</u></b>
3.8.3. All bidders must provide written certification from manufacturers of their qualification to represent that manufacturer as an authorized vendor. Failure to comply will be grounds for disqualification.	<u>XXXX</u>	_____

		Comply?	
		Yes	No
4.	Options for TIER 2		
4.1.	Addition of P-25 Trunking for Tier 2 - Item #1	<u>XXXX</u>	_____
4.2.	AES Encryption for Tier 2 - Item #2	<u>XXXX</u>	_____
4.3.	Keyloader cable for use with Motorola KVL 3000 Plus	<u>XXXX</u>	_____
4.4.	Programming Software	<u>XXXX</u>	_____
4.5.	Programming Cable and any necessary interface	<u>XXXX</u>	_____
4.6.	Additional Desktop Charger	<u>XXXX</u>	_____
4.7.	Additional Lapel Microphone	<u>XXXX</u>	_____
4.8.	Additional Portable Radio Belt Loop	<u>XXXX</u>	_____
4.9.	Additional Battery identical to that originally provided	<u>XXXX</u>	_____
4.10.	Additional year of warranty (Total of 4 years)	<u>XXXX</u>	_____
4.11.	Additional year of warranty (Total of 5 years)	<u>XXXX</u>	_____

## **Master Purchase Agreement**

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

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

### **Section 1      EXHIBITS**

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

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"List of Products and Pricing" dated 4/21/2009
Exhibit C	Warranty Statement

### **Section 2      DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.2. "Contract Price" means the price for the ordered Products or services, excluding any applicable sales or similar taxes and freight charges, as shown on the List of Products and Pricing, Exhibit B.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Eligible Purchaser" means Customer and those other government agencies, bodies, districts, or entities described in Section 3.4 below.
- 2.5. "Equipment" means the equipment listed in the List of Products and Pricing, Exhibit B, that Customer purchases from Motorola.
- 2.6. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.7. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.
- 2.8. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.9. "Non-Motorola Software" means Software that another party owns.

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

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

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

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

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

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. SCOPE OF AGREEMENT. This Agreement is a Master Purchase Agreement, whereby during the term of this Agreement Customer has the right, but not the duty, to purchase the Products set forth in Exhibit B. Pricing for the Products and services will be pursuant to the List of Products and Pricing, Exhibit B. Motorola will provide, ship, and install (if applicable) the Products, and perform the services and its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

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

3.1.2. Services. This Agreement does not cover any type of services, services related to a system sale, or maintenance and support of the Products, except as provided under any applicable warranty. If Customer wishes to purchase a system or maintenance and support, upon Customer's request, Motorola will provide a proposal that will include a separate Communications System Agreement or Maintenance and Support Agreement, as the case may be.

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

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

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

3.5. EXCLUSIVE METHOD FOR PLACING ORDERS. During the term of this Agreement, Customer (and any other Eligible Purchaser) may order Products or the services described above in Section 3.1.2, if they are then available for sale by Motorola. Each order must refer to this Agreement (Motorola Contract No. 09-24065/JS) and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price; concerning services, each order must specify the type of services being purchased. Motorola will make reasonable efforts to deliver the ordered Products within eight (8) weeks from receipt of order or sooner and to perform the services in a reasonably prompt manner. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601. The applicable provisions of this Agreement will govern the purchase and sale of the Products and services, notwithstanding any different terms and conditions contained in an order or acknowledgment of an order.

**Section 4 TERM OF AGREEMENT**

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

**Section 5 PAYMENT OF CONTRACT PRICE**

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

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

## **Section 6 SITES AND SITE CONDITIONS**

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

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

## **Section 7 ACCEPTANCE**

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

## **Section 8 REPRESENTATIONS AND WARRANTIES**

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

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

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

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



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

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

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

## **Section 9 DELAYS**

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

## **Section 10 DISPUTES**

10.1. SETTLEMENT PREFERRED. The Parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or a breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the state in which the Products are delivered any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party.

## **Section 11 DEFAULT AND TERMINATION**

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

## **SERVICES PROVIDED**

If equipment covered by the plan fails to perform in accordance with the published specifications in effect at the time equipment was purchased, Motorola, at its option, will either repair or replace the equipment at a designated Motorola service facility, as listed in the service manual. Such action on the part of Motorola shall be the full extent of Motorola's liability under the plan.

### **Under this plan, repair includes:**

- A) Testing and restoring the equipment to Motorola factory specifications. Restoration, at Motorola's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts, boards or equipment, are covered for the remaining time period of the plan. All replaced parts, boards or equipment shall become the property of Motorola and will not be returned to the Customer.
- B) Reprogramming equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template is not retrievable, a generic template utilizing the latest Radio Service Software (RSS)/Customer Programming Software (CPS) version for that equipment will be used.
- C) Cleaning of external housing of the equipment.
- D) Liquid damage coverage for ruggedized units ONLY (Units ordered with the H499/H64 option)
- E) Priority Processing when repair is initiated via Motorola On-Line (MOL). Motorola will pay the inbound shipping charges only if the Customer uses the Motorola designated delivery service. The designated delivery service for the Radio Support Center is UPS Collect. For delivery service options for the Federal Technical Center call 1-800-969-6680. Motorola will pay for outbound shipping via Motorola's normal shipping methods.

## **EXCLUDED SERVICES UNDER RSA**

This plan does not cover defects, malfunctions, performance failures or damages to the unit resulting from:

- A) Use in other than its normal and customary manner
- B) Misuse, vandalism, accident, Acts of God, or neglect
- C) Defects or damage due to physical, chemical or liquid damage (Liquid damage is covered on units ordered with the H499/H64 ruggedized option ONLY)
- D) Improper disassembly, testing, operation, maintenance, installation, modification, adjustment, alteration or repair.

### **This plan also excludes:**

- A) Radio frequency coverage or range over which the equipment will transmit and receive signals.
- B) Upgrades and reprogramming.

## **GENERAL TERMS**

- A) If any court renders any portion of this plan unenforceable, the remaining terms will continue in full force and effect.
- B) This plan and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Illinois.
- C) Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- D) Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.
- E) These terms and conditions may not be altered, amended, or modified.
- F) Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements or other writings.

## **CUSTOMER SUPPORT**

For questions pertaining to RSA, such as equipment covered or duration of coverage available, please contact your account representative or Motorola at 1-800-227-6772.

## **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 an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an 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.

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

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

## **Section 13 LIMITATION OF LIABILITY**

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

## **Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

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

proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

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

## **Section 15      GENERAL**

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

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

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

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

15.7. **GOVERNING LAW.** This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State in which the Customer accepts the Products.

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

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

Customer	Motorola, Inc.
Attn: _____	Attn: Law Department
_____	1301 E. Algonquin Rd, MD SH5
_____	Schaumburg, IL 60614
fax: _____	email: john.santeler@motorola.com

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

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

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

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

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

**Motorola, Inc.** **Customer:** \_\_\_\_\_

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

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

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

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

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

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

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

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

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

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

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and



security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

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

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

6.1. The commencement date and the term of the Software warranty will be a period of one (1) year from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

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

6.3. Warranty claims are described in the Primary Agreement.

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

## **Section 7 TRANSFERS**

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

## **Section 8 TERM AND TERMINATION**

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

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

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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

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

## **Section 10 CONFIDENTIALITY**

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

## **Section 11      LIMITATION OF LIABILITY**

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

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

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

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

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

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

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

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

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

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

**VHF and UHF PORTABLE DIGITAL RADIO  
PRICE QUOTATION**

**TIER 1**

Item #1 VHF Portable - P-25 CAI	<u>\$2,335.10</u>
(P-25 Trunking optional)	
Make: _XTS2500 Model 2____ Model: H46KDF9PW6_N	
Item #2 UHF Portable - P25 Trunked	<u>\$2,937.15</u>
(P-25 CAI included)	
Make: _XTS2500 Model 2_____ Model: H46QDF9PW6_N	
<b>Options for TIER 1</b>	
Addition of P-25 Trunking for Item #1	<u>\$473.55</u>
AES Encryption for Item #2	<u>\$365.75</u>
Keyloader cable for use with Motorola KVL 3000 Plus	<u>\$63.53</u>
Programming Software	<u>\$265.00</u>
Programming Cable and any necessary interface	<u>\$182.49</u>
Additional Desktop Charger	<u>\$127.05</u>
Additional Lapel Microphone	<u>\$68.15</u>
Additional Portable Radio Belt Loop	\$46.20
Additional Battery identical to what was provided	<u>\$84.70</u>
Additional year of warranty (Total of 4 years) <i>At time of radio purchase. Includes encryption.</i>	<u>\$48.00</u>
Additional year of warranty (Total of 5 years) <i>At time of radio purchase. Includes encryption.</i>	<u>\$60.40</u>
<b>TOTAL BID FOR TIER-1</b>	<u><b>\$7,057.07</b></u>

**VHF and UHF PORTABLE DIGITAL RADIO  
PRICE QUOTATION (Cont)**

**TIER 2**

Item #1 VHF Portable - P-25 CAI \$2,335.10

(P-25 Trunking optional)

Make: \_XTS2500 Model 2\_\_\_\_\_ Model: H46KDF9PW6\_N

Item #2 UHF Portable - P-25 Trunked \$2,937.15

(P-25 CAI included)

Make: \_XTS2500 Model 2\_\_\_\_\_ Model H46QDF9PW6\_N

**Options for TIER 2**

Addition of P-25 Trunking for Items #1 \$473.55

AES Encryption for Items #2 \$365.75

Keyloader cable for use with Motorola KVL 3000 Plus \$63.53

Programming Software \$265.00

Programming Cable and any necessary interface \$182.49

Additional Desktop Charger \$127.05

Additional Lapel Microphone \$68.15

Additional Portable Radio Belt Loop \$46.20

Additional Battery identical to what was provided \$84.70

Additional year of warranty (Total of 4 years) \$48.00

Additional year of warranty (Total of 5 years) \$60.40

**TOTAL BID FOR TIER-2** **\$7,057.07**

**GRAND TOTAL** **\$14,114.14**

**VHF and UHF PORTABLE DIGITAL RADIO  
PRICE QUOTATION (Cont)**

**Optional Service Manuals:**

PR1500/ASTRO DETAILED SERVICE MANUAL	6881094C10	\$ <u>25.67</u>
PR1500, XTS2500, XTS1500, MT1500 BASIC SERVICE MANUAL PAPER		
MANUAL CD SERVICE AND THEORY ENGLISH XTS 1500, 2500, AND MT 1500	9985900D01	\$ <u>25.71</u>
XTS2500, XTS1500, MT1500 BASIC SERVICE MANUAL PAPER MANUAL USER GUIDE XTS2500 MODEL II	6881094C06	\$ <u>8.66</u>
Full Feature, 800MHz, VHF, UHF Operation/User's manual PAPER.	9985898D01	
USER GUIDES CD XTS2500		\$ <u>8.49</u>

## EXHIBIT C

### ATTACHMENT TO MOTOROLA'S MASTER PURCHASE AGREEMENT IN RESPONSE TO RFQ - DPS0931

#### **REPAIR SERVICE ADVANTAGE (RSA) WITH RADIO PURCHASE SERVICE COVERAGE PLAN TERMS & CONDITIONS**

**DATE 12/12/08**

#### **DESCRIPTION OF REPAIR SERVICE ADVANTAGE (RSA)**

RSA is an optional service plan available in addition to Motorola's standard Commercial Warranty for select Motorola manufactured two-way, data, paging subscriber and iDEN subscriber equipment for an additional fee. This plan is available for purchase at the time of an equipment order. Service performed under this plan consists of repair or replacement of the covered equipment as set forth in the terms and conditions herein. Service is provided by a designated Motorola facility. This plan is extended by Motorola, Inc. ("Motorola") to the original purchaser or lessee only, and only to those purchasing or leasing for commercial, industrial, or public service use ("Customer"). This plan is not assignable or transferable to any other party and applies within the fifty (50) United States and the District of Columbia.

#### **EQUIPMENT COVERED**

Subscriber equipment includes portables, mobiles, pagers, and consolettes. In addition, single mobile control heads are covered provided that they are required for normal operation of the equipment and are included at the point of manufacture.

#### **EQUIPMENT EXCLUDED**

Excluded equipment includes: encryption; analog voice secure board (manufactured by Transcrypt); custom or special products; belt clips; optional accessories; standard palm microphones; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas; power supplies; and Motorola Software. Equipment whose serial number has been removed or made illegible and will not power up is also excluded.

#### **DURATION OF COVERAGE**

The duration of the plan varies by equipment model and may provide for up to three (3) years of coverage. The plan provides service coverage for one (1), two (2), or three (3) years beyond the Commercial Warranty, at a designated Motorola rate. The term of coverage begins on the first day after the Commercial Warranty expires and continues for the duration purchased as per Customer's invoice.

- C) Local services or annual maintenance required for maintaining normal operation of the equipment.
- D) Scratches or cosmetic damage to equipment surfaces that does not affect operation.
- E) Inbound freight insurance charges for declared values in excess of \$100 on inbound shipments.

### **REQUESTING SERVICE**

Customer must complete the repair request form for the designated Motorola service facility and include a copy in the box with the equipment sent for repair. The repair request form is available on-line at <https://businessonline.motorola.com> or upon request by calling a Motorola customer service representative at 1-800-227-6772.

Federal Government Customers should call 1-800-969-6680.

Mobile control heads or accessory items sent in must reference the serial number of the main unit. If desired, Customer may supply Motorola with a 3.5" backup diskette with the software template or programming in order to assist in returning

### **CANCELLATION**

The plan is paid in full at the time of purchase and is non-cancelable and non-refundable.

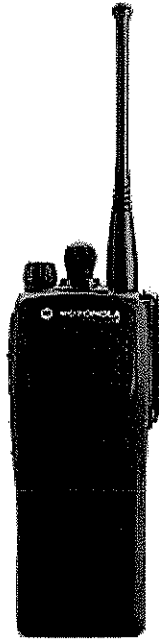
### **GENERAL PROVISIONS**

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED REGARDING REPAIR SERVICE ADVANTAGE, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION, EXCEPT FOR PERSONAL INJURY, MOTOROLA'S TOTAL LIABILITY FOR LOSSES ARISING OUT OF OR RELATED TO THIS PLAN WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY IN TORT, OR OTHERWISE, IS LIMITED TO THE PRICE OF TWELVE (12) MONTHS OF SERVICES PROVIDED UNDER THE PLAN FOR THE PARTICULAR EQUIPMENT COVERED. IN NO EVENT WHETHER FOR BREACH OF CONTRACT, WARRANTY, OR OTHERWISE, WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCT (S), FACILITIES OR SERVICES, OR DOWN TIME COSTS OR FOR ANY CLAIM AGAINST CUSTOMER BY ANY PARTY. EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT, NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THESE PLANS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.



# ASTRO<sup>®</sup> XTS<sup>®</sup> 2500 and XTS<sup>®</sup> 2500I

## Digital Portable Radios

**MODEL I:**

- PTT button
- On/Off volume knob
- Programmable orange emergency button
- 16-position top mounted rotary knob
- 3-position concentric switch
- Programmable monitor button
- 2 programmable side buttons
- Transmit LED indicator
- No keypad
- No display
- Up to 48 channels

**MODEL I.5:**

- Same as XTS Model I features plus the following:
- Large Bitmap Display
    - 2 lines of icons
    - 2 lines of text with 12 characters per line
    - Status icons including battery and received signal strength indicator
  - 96 Channels

**MODEL II:**

- Same as XTS Model I features plus the following:
- 870 channels
  - Dial from pre-stored lists
  - Programmable soft keys for easy access to radio menu
  - Backlit Keypad
    - 3 soft keys
    - 3 navigation keys
  - Large Bitmap Display
    - 2 lines of icons
    - 4 lines of text with 12 characters per line
    - Status icons including battery and received signal strength indicator

**MODEL III:**

- Same as XTS Model I features plus the following:
- 870 channels
  - Dial from pre-stored lists or direct entry
  - Programmable soft keys for easy access to radio menu
  - Backlit Keypad
    - 3 soft keys
    - 3 navigation keys
    - 4 x 3 alphanumeric keypad
  - Large Bitmap Display
    - 2 lines of icons
    - 4 lines of text with 12 characters per line
    - Status icons including battery and received signal strength indicator

When lives are at stake, a rapid, coordinated response is imperative. Motorola's XTS<sup>®</sup> 2500 high performance digital radio lets you respond immediately and interoperate effectively helping turn Mission Critical into mission complete. Our IP enabled, digital APCO Project 25 compliant portable delivers sophisticated features and advanced technology in a light, compact design. Whether en route or on site, this robust radio assures crisp, continuous, high-quality communication and is an affordable way to migrate seamlessly to the APCO Project 25 digital standard.

**SPECIFICATION SHEET**

ASTRO® XTS® 2500 AND XTS® 2500I  
Digital Portable Radios

**FEATURES AND BENEFITS**

- Available in 700/800 MHz, VHF, UHF R1, UHF R2 and 900 MHz\* bands
- Trunking standards supported
  - APCO Project 16 (3600 control channel) and
  - APCO Project 25 (9600 control channel)
- System configurations
  - ASTRO® Analog and Digital Trunking with Mutual Aid and
  - ASTRO®25 Digital Trunking with Mutual Aid
- Narrow and wide bandwidth digital receiver (12.5 kHz, 20 kHz, 25 kHz)
- Embedded digital signaling (ASTRO & ASTRO 25)
- Enhanced Audio Features
  - High quality, error corrected digital voice
  - Noise Reduction Software
  - Audio Gain Control
- Convenience Features
  - Time / Date
  - Caller ID
- Utilizes Windows-Based Customer Programming Software (CPS)
  - Supports USB and RS-232 communications
  - Built in FLASHport support
- Meets Mil Specs 810 C, D, E and F
- Compatible with most MTS and XTS accessories
- Available with an Immersible Housing Option
- Available with Secure Hardware Encryption

**TRANSMITTER – TYPICAL PERFORMANCE SPECIFICATIONS**

	700/800 MHz	UHF R1	VHF	UHF R2
Frequency Range	700 MHz: 764-776, 794-806 800 MHz: 806-870	380-470 MHz	136-174 MHz	450-520 MHz
Channel Spacing	12.5 / 20 / 25 kHz	12.5/25 kHz	12.5/25 kHz	12.5/25 kHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj**	764-806 MHz: 1 to 3 W 806-870 MHz: 1 to 3 W	1 to 5 W	1 to 5 W	1 to 5 W
Frequency Stability** (-30°C to +60°C; +25°C Ref.)	±0.00015%	±0.0002%	±0.00025%	±0.0002%
Modulation Limiting**:				
25 kHz channel	±5.0 kHz	±5.0 kHz	±5.0 kHz	±5.0 kHz
NPSPEC channel	±4.0 kHz	N/A	N/A	N/A
12.5 kHz channel	±2.5 kHz	±2.5 kHz	±2.5 kHz	±2.5 kHz
Emissions** (Conducted & Radiated)	-75 dBc	-70 dBc	-73 dBc (<1 GHz)	-70 dBc
Audio Response** (6 dB/Octave Pre-emphasis from 300 to 3000 Hz)	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise Ratio**				
25 kHz	-43 dB	-45 dB	-46 dB	-45 dB
12.5 kHz	-40 dB	-40 dB	-42 dB	-40 dB
Audio Distortion**	2.0%	2.0%	1.0%	2.0%

**VOICE CODER**

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

\* Separate 900 MHz specification sheets available.

\*\* Measured in the analog mode per TIA / EIA 603

\*\*\* Measured in digital mode per TIA/EIA IS 102.CAAA

**SPECIFICATION SHEET**

ASTRO® XTS® 2500 AND XTS® 2500I  
Digital Portable Radios

**RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS**

	700/800 MHz	UHF R1	VHF	UHF R2
Frequency Range	700 MHz: 764-776 800 MHz: 851-870	380-470 MHz	136-174 MHz	450-520 MHz
<i>Note: Radio covers entire 700 MHz and 800 MHz frequency ranges.</i>				
Channel Spacing	12.5 / 20 / 25 kHz	12.5/25 kHz	12.5 / 25 kHz	12.5/25 KHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated**	500 mW	500 mW	500 mW	500 mW
Frequency Stability** (-30°C to +60°C; 25°C Ref.)	±0.00015%	±0.0002%	±0.00025%	±0.0002%
Analog Sensitivity** 12 dB SINAD	.25 µV	.25 µV	.25 µV	.25 µV
Digital Sensitivity*** 1% BER	.40 µV	.35 µV	.25 µV	.35 µV
5% BER	.25 µV	.25 µV	.20 µV	.25 µV
Selectivity** 25 kHz chnl	-72 dB	-73 dB	-80 dB	-73 dB
12.5 kHz chnl	-63 dB	-63 dB	-63 dB	-63 dB
Intermodulation**	-75 dB	-73 dB	-78 dB	-75 dB
Spurious Rejection**	-75 dB	-75 dB	-80 dB	-75 dB
FM Hum and Noise** 25 kHz	-47 dB	-47 dB	-52 dB	-50 dB
12.5 kHz	-40 dB	-40 dB	-40 dB	-47 dB
Audio Distortion**	2.5%	2.0%	1.0%	2.0%

**RADIO MODELS**

	Display	Keypad	Channel Capacity	700/800 MHz Band (764-870 MHz)	UHF R1 (380-470 MHz)	VHF (136-174 MHz)	UHF R2 (450-520 MHz)
Model I	N/A	N/A	48	H46UCC9PW5BN	H46QDC9PW5BN	H46KDC9PW5BN	H46SDC9PW5BN
Model I.5	2 lines of icons 4 lines 12 characters per line LCD	N/A	96	H46UCD9PW5BN	H46QDD9PW5BN	H46KDD9PW5BN	H46SDD9PW5BN
Model II	2 lines of icons 4 lines 12 characters per line LCD	3x2	870	H46UCF9PW6BN	H46QDF9PW6BN	H46KDF9PW6BN	H46SDF9PW6BN
Model III	2 lines of icons 4 lines 12 characters per line LCD	3x6	870	H46UCH9PW7BN	H46QDH9PW7BN	H46KDH9PW7BN	H46SDH9PW7BN
FCC Designation				AZ489FT5804	UHF: AZ489FT4865	VHF: AZ489FT3807	AZ489FT4866
FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1E, 8K10F1D, 20K0F1E						
Power Supply	One rechargeable nickel-cadmium, nickel-metal hydride, or lithium ion battery						
Dimensions without battery (HxWxD)	6.00" x 2.30" x 1.50"						
Weight without battery	11.0 oz						

**BATTERIES FOR ASTRO DIGITAL XTS 2500**

Battery Type	Dimensions (HxWxD)	Weight	Battery Part Numbers	mAH	Duty Cycle
NiCD	4.86" x 2.37" x .968"	8.85 oz	NTN9815	1525	5-5-90 / 8 hr
NiCD FM	4.86" x 2.37" x .968"	8.85 oz	NTN9816	1525	5-5-90 / 8 hr
IMPRES™ NiMH	4.86" x 2.37" x .968"	9.63 oz	NTN9858	2100	5-5-90 / 10 hr
IMPRES NiMH FM	4.86" x 2.37" x .968"	9.63 oz	NTN9857	2000	5-5-90 / 10 hr
IMPRES Immersible NiMH FM	4.86" x 2.37" x .968"	10.16 oz	NNTN6263	2000	5-5-90 / 10 hr
IMPRES High Capacity Immersible Lilon	4.86" x 2.37" x .968"	6.70 oz	NNTN7335	2700	5-5-90 / 13 hr

**SPECIFICATION SHEET**

ASTRO® XTS® 2500 AND XTS® 2500I  
Digital Portable Radios

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

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

\* Military Standards specify a single procedure for this test.

**ENCRYPTION**

Supported Encryption Algorithms	ADP, AES, DES, DES-XL and DES-OFB, DVP-XL
Encryption Algorithm Capacity	1
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 48 common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 360 mSec
Encryption Keying	Key Loader
Synchronization	CFB – Cipher Feedback XL - Counter Addressing OFB - Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital and 12 k-bit Analog Conventional
Key Storage	Tamper protected volatile or non volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	<ul style="list-style-type: none"> <li>• FIPS 46-2</li> <li>• FIPS 140-2</li> <li>• FIPS 197</li> </ul>

Specifications subject to change without notice.

**ENVIRONMENTAL SPECIFICATIONS**

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	Per MILSTD
ESD	IEC 801-2KV
Water & Dust Intrusion	IP54, MILSTD, IP67**

**IMMERSIBLE OPTION SPECIFICATIONS**

MILSTD-810, C, D, E, F

IP67 rating

\*\* For XTS2500I (immersible) models only.



Motorola, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. www.motorola.com/governmentandenterprise 1-800-367-2346

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April 21, 2009

Mr. John Abbott  
State of West Virginia Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

RE: Request for Quotation RFQ Number DPS0931  
West Virginia State Police RFQ for Portable Two-Way Radios

Dear Mr. Abbott:

Motorola Inc., by and through its Government and Enterprise Mobility Solutions business ("Motorola"), is pleased to respond to your Request for Quotation RFQ # DPS0931 with leading edge communications equipment and warranty services. We at Motorola have taken great care to propose a solution in response to your RFQ that will provide unsurpassed value.

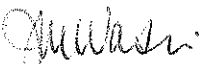
To meet the functional and operational requirements of the RFQ as well as the demanding requirements of the West Virginia State Police in the public safety arena, Motorola's response to the RFQ includes our state of the art XTS2500 portable radio portfolio. Specifically, this response provides:

- ◆ XTS2500 VHF P25 conventional radios to operate on the WVDNR system
- ◆ XTS2500 UHF P25 SmartZone trunked radios to operate on the WVIRP
- ◆ Various requested accessories

The attached RFQ DPS0931, Motorola's point by point response to the RFQ, Motorola's Master Purchase Agreement (MPA) with exhibits, Motorola's attached response to the State of West Virginia's terms and conditions and our XTS specification sheet comprise our proposed agreement. The State of West Virginia may indicate its acceptance of this Agreement by signing the attached (MPA) terms and conditions or by issuing a purchase order that incorporates this response to the RFQ, including the Master purchase Agreement. These terms and conditions or a negotiated version, there of, will apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order. Any questions can be directed to Richard Culicerto at (304) 253-0086 or Mark Cress at (410) 215-9153.

Motorola appreciates your interest in our company, products, and services. We look forward to continuing our relationship with the WV State Police and the many other users of the West Virginia Interoperable Radio Network.

Sincerely,

  
Jacquelyn Wasni  
Vice President  
Motorola Sales and Services, Inc.

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

\_\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

\_\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

\_\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

\_\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

\_\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

\_\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

\_\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

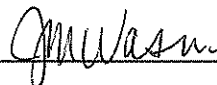
**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

\_\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** Jacquelyn Wasni, Motorola, Inc. **Signed:** 

**Date:** April 21, 2007 **Title:** V.P., Motorola Sales & Services, Inc.

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

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

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: Jacquelyn Wasni, Vice President, Motorola Sales & Services, Inc.

Authorized Signature:  Date: April 21, 2009