



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

Purchase Order

PURCHASE ORDER NO.
 BPH11084

PAGE
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CORRECT PURCHASE ORDER NUMBER
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 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO
 HEALTH AND HUMAN RESOURCES
 BPH - STATE TRAUMA &
 EMERGENCY MEDICAL SYSTEM
 190 HART FIELD ROAD
 MORGANTOWN, WV
 26505

11

FILE LOCATION _____

VENDOR
 *709024003 02 410-712-6438
 MOTOROLA SOLUTIONS INC
 7031 COLUMBIA GATEWAY DR.
 3RD FLOOR
 COLUMBIA MD 21046

SHIP TO
 HEALTH AND HUMAN RESOURCES
 BPH - STATE TRAUMA &
 EMERGENCY MEDICAL SYSTEM
 190 HART FIELD ROAD
 MORGANTOWN, WV
 26505

DATE PRINTED 03/18/2011	TERMS OF SALE NET 30	FEIN/SSN 361115800	FUND 304-581-2900
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL - MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO	ITEM NUMBER		
OPEN-END BLANKET CONTRACT THE VENDOR, MOTOROLA, INC. AGREES TO ENTER WITH THE AGENCY, WV DEPARTMENT OF HEALTH AND HUMAN RESOURCES, INTO AN OPEN-END CONTRACT TO PROVIDE DUAL-BAND MOBILE RADIOS, DUAL-BAND PORTABLE RADIOS, REMOTE CONTROL CONSOLETTES, BASE STATION RADIOS, BASE STATION ANTENNAS AND SERVICE MONITORS FOR AT BPH-STATE TRAUMA & EMERGENCY MEDICAL SYSTEM LOCATED ON 190 HART FIELD RD., MORGANTOWN, WV 26505 PER THE SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, ADDENDUM NO. 1 DATED 11/4/2010, ADDENDUM NO. 2 DATED 11/18/2010, AND THE VENDOR'S PROPOSAL DATED 11/30/2010 INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.					
ENTERED PREVIOUS PO TOTAL ==> OPEN END PO NET CHANGE (+) ==>					

Purchasing Division's File Copy

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

APR - 1 2011

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 3/18/11

APPROVED FOR
 ONE FISCAL YEAR
Naomi Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

3-21-11 BT

BY *ROBERTA WAGNER* 304-558-0967
Roberta Wagner
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **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>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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 MOTOROLA SOLUTIONS INC
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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
03/18/2011	NET 30	361115800	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UCP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
0001	03/18/2011	EA	906-29	.00000	
RADIOS FOR THE STATEWIDE MEDICAL COMMAND MICROWAVE TO PROVIDE THE WVDHHR STATE TRAUMA & EMERGENCY MEDICAL SYSTEM WITH AN OPEN END CONTRACT FOR THE PURCHASE OF DUAL-BAND MOBILE RADIOS, DUAL-BAND PORTABLE RADIOS, REMOTE CONTROL CONSOLETTES, BASE STATION RADIOS, BASE STATION ANTENNAS, AND SERVICE MONITORS FOR THE STATEWIDE MEDICAL COMMAND MICROWAVE COMMUNICATIONS AND INTEROPERABLE RADIO SYSTEM THAT INCLUDES RF COMMUNICATIONS CARRIED ON ITS CURRENT MICROWAVE INFRASTRUCTURE. LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MARCH 18, 2011 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.					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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BEST WAY	DESTINATION	PREPAID	MULT.-MULT.		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, 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>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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>					
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>					TOTAL

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LINE	QUANTITY	UOP	VENDOR ITEM NO.
DELIVERY DATE	CAT. NO.	ITEM NUMBER	UNIT PRICE
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: THIS PURCHASE ORDER EXTENDS THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES. THE PO SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA.</p> <p>REV. 3/88 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR</p>			
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>			TOTAL

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BEST WAY		DESTINATION		PREPAID		MUL.-MUL.	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.							
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

P25 Dual Band VHF and UHF Digital Mobile Radio
Attachment A: Cost Sheet

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

TIER	Description	Unit Cost
1	Digital Dual Band Mobile with: AES encryption Dash Mount	\$ 5,480.00
2	Digital Dual Band Mobile with: AES encryption Remote Mount	\$ 5,617.60
3	Digital Dual Band Mobile Basic: AES Encryption Remote Mount with Dual Control Head	\$ 5,965.60
4	Digital Dual Band Mobile Basic: No encryption Dash Mount	\$ 4,836.00
<i>Options for Items 1-4</i>		
A)	Remote Microphone	\$ 60.00
B)	External Speaker	\$ 48.40
C)	UHF Antenna	\$ 46.40
D)	VHF Antenna	\$ 10.80
E)	Hand Held Full function Control Head	\$ 756.80
F)	Encryption Key Loader cable (for KVL3000+)	\$ 100.40
G)	Programming Software	\$ 212.00
H)	Programming Cable	\$ 36.40
I)	High Power (100 watt) transmitter cost adder onto Tier 2 or 3 costing	\$ 162.40
J)	Hand Held Full function Control Head cost adder onto tier 2 package costing	\$ 353.60
Total Bid:		

RFQ# BPH11084
P25 Dual Band VHF and UHF Digital Mobile Radio
Attachment A: Equipment List

The vendor must provide manufacturer, model number, and part number for all the equipment bid. Vendors should include, with their bid, a copy of the manufacturer's product sheet and any other supporting documentation which demonstrates the vendor's adherence to the mandatory specifications as outlined in the specifications.

TIER	Description	Manufacturer	Model Number	Part Number /Configuration Codes
1	Digital Dual Band Mobile with: AES encryption Dash Mount	Motorola	APX 7500	M30TSS9PW1 N, GA00341, GA00308, GA00579, G806, G51, QA01749, G361, G442, G444, G66, G300, G431, W22, B18, W969, G843, G78
2	Digital Dual Band Mobile with: AES encryption Remote Mount	Motorola	APX 7500	M30TSS9PW1 N, GA00341, GA00308, GA00579, G806, G51, QA01749, G361, G442, G444, G67, G300, G431, W22, B18, W969, G843, G78
3	Digital Dual Band Mobile Basic: AES Encryption Remote Mount with Dual Control Head	Motorola	APX 7500	M30TSS9PW1 N, GA00341, GA00308, GA00579, G806, G51, QA01749, G361, G442, G444, GA00082, G628, G628, G300, G431, W22, W22, B18, B18, W969, G843, G78
4	Digital Dual Band Mobile Basic: No encryption Dash Mount	Motorola	APX 7500	M30TSS9PW1 N, GA00341, GA00308, GA00579, G806, G51, QA01749, G361, G442, G444, G66, G300, G431, W22, B18, G78
<i>Options for Items 1-4</i>				
A)	Remote Microphone			HMN1090B
B)	External Speaker			HSN4038
C)	UHF Antenna			G431
D)	VHF Antenna			G300
E)	Hand Held Full function Control Head			G72
F)	Encryption Key Loader cable (for KVL3000+)			HKNE182/TKN8531C
G)	Programming Software			RVN5224
H)	Programming Cable			HKNE184
I)	High Power (100 watt) transmitter onto Tier 2 or 3 device			M30TSS9PW1 N, GA00341, GA00308, GA00579, G806, G51, QA01749, G361, G442, G444, G300, G431, W22, B18, W969, G843, G78
J)	Hand Held Full function Control Head package onto tier 2			M30TSS9PW1 N, GA00341, GA00308, GA00579, G806, G51, QA01749, G361, G444, G300, G431, W22, B18, W969, G843, G78, G72, G99

**RFQ# BPH11084
P25 Dual Band VHF and UHF Digital Portable Radio
Attachment B: Cost Sheet**

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

TIER	Description	Unit Cost
1	Digital Dual Band Portable with: AES encryption Top and Front display (includes spare battery and speaker microphone)	\$ 5,693.20
2	Digital Dual Band Portable with: description of alternate encryption) Top and Front display (includes spare battery and speaker microphone)	\$ 5,149.20
3	Digital Dual Band Portable Basic: no encryption Top Display only (includes spare battery and speaker microphone)	\$ 4,849.20
<i>Options for Items 1-3</i>		
A)	Remote Microphone	\$ 77.60
B)	AC desktop Charging Station	\$ 100.00
C)	Black Leather Belt	\$ 9.60
D)	Multi-unit Charging Station	\$ 630.40
E)	Vehicular Charger Station	\$ 312.00
F)	FM LiION Battery	\$ 140.00
G)	Plastic Swivel Belt Clip	\$ 9.60
H)	Encryption Key Loader cable (for KVL3000+)	\$ 88.00
I)	Programming Software	\$ 212.00
J)	Programming Cable	\$ 212.00
K)	FM upgrade to tier 1,2 or 3 devices cost adder	\$ 104.00

**RFQ# BPH11084
P25 Dual Band VHF and UHF Digital Mobile Radio
Attachment B: Equipment List**

The vendor must provide manufacturer, model number, and part number for the all equipment bid. Vendors should include with their bid, a copy of the manufacturer's product sheet and any other supporting documentation which demonstrates the vendor's adherence to the mandatory specifications as outlined in the specifications.

TIER	Description	Manufacturer	Model Number	Part Number /Configuration Codes
1	Digital Dual Band Portable with: AES encryption Top and Front display	Motorola	APX 7000	H877GD8PW1 N, QA00571, QA00574, QA00577, QA00579, Q806, H38, Q361, QA01749, H869, Q629, Q58, PMMN4065A, NNTN7038
2	Digital Dual Band Portable with: ADP or alternate encryption (please provide description of alternate encryption) Top and Front display	Motorola	APX 7000	H977GD8PW1 N, QA00571, QA00574, QA00577, QA00579, Q806, H38, Q361, QA01749, Q58, PMMN4065A, NNTN7038
3	Digital Dual Band Portable Basic: no encryption Top Display only	Motorola	APX 7000	H877GD8PW1 N, QA00571, QA00574, QA00579, Q806, H38, Q361, QA01749, Q58, PMMN4065A, NNTN7038
<i>Options for Items 1-3</i>				
A)	Remote Microphone			PMMN4065A
B)	AC desktop Charging Station			NNTN7080A
C)	Black Leather Belt			PMLN5407
D)	Multi-unit Charging Station			NNTN7065
E)	Vehicular Charger Station			NNTN7624A
F)	FM LiION Battery			NNTN7033A
G)	Plastic Swivel Belt Clip			NTN8266B
H)	Encryption Key Loader cable (for KVL3000+)			WPLN6904A
I)	Programming Software			RVN4186AC
J)	Programming Cable			Q157
K)	FM upgrade to Tier 1, 2 or 3			QA00582, NNTN7033

**RFQ# BPH11084
Digital Remote Controlled Base Station System
Attachment C: Cost Sheet**

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

ITEM	Description	Unit Cost
1	Digital Remote Controlled Base Station System	\$ 5,864.34
	RF Base Station	
	Aggregate Device	
	Desk Set Device	
<i>Options for Items 1-2</i>		
A)	Antenna UHF	\$ 46.40
B)	External Speaker	\$ 48.40
C)	Control Head for RF base Station	\$ 456.00
D)	Desk Top Microphone	\$ 135.20
E)	RF base Station as separate item	\$ 3,197.89
F)	Desk Set Device as separate item	\$ 2,109.70
G)	Aggregate Device as separate item	\$ 556.75
H)	Desk Set Device as separate item, single channel	\$ 1,088.00
I)	MC SERIES RSS R01.00.00, programming sfw	\$ 212.00
Total Bid:		

RFQ# BPH 11084
Base Station Radio
Attachment D: Cost Sheet

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

TIER	Description	Unit Cost
1U	Base Station UHF with Mounting Hardware	\$ 5,740.00
1V	Base Station VHF with Mounting Hardware	\$ 4,664.00
Options for Items 1-2		
	A)	
	B)	
	C)	
	D)	
Total Bid:		

**RFQ# BPH 11084
Base Station Radio
Attachment D: Equipment List**

The vendor must provide manufacturer, model number, and part number for all the equipment bid. Vendors should include, with their bid, a copy of the manufacturer's product sheet and any other supporting documentation which demonstrates the vendor's adherence to the mandatory specifications as outlined in the specifications.

TIER	Description	Manufacturer	Model Number	Part Number /Configuration Codes
1U	Base Station UHF with Mounting Hardware	Motorola	MTR3000	T3000, X153BA, X340
1V	Base Station VHF with Mounting Hardware	Motorola	MTR2000	T5544, X153, X530, X597, X622
<i>Options for Items 1-2</i>				
	A)			
	B)			
	C)			
	D)			
Total Bid:				

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

TIER	Description	Unit Cost
1U	Base Station Antenna	\$ 1,816.40
	UHF 3dBd	
	With Mounting Hardware	
1V	Base Station Antenna	\$ 2,348.40
	VHF 3dBd	
	With Mounting Hardware	
2U	Base Station Antenna	\$ 2,424.40
	UHF 6dBd	
	With Mounting Hardware	
2V	Base Station Antenna	\$ 6,834.30
	VHF 6dBd	
	With Mounting Hardware	
<i>Options for items 1-2</i>		
A)	UHF Circulator and Isolator	\$ 1,773.65
B)	UHF Isolator	included in option A
C)	UHF Duplexor	\$ 1,425.00
D)	UHF Combiner 4 circuit	\$ 10,986.75
E)	VHF Circulator and Isolator	\$ 1,593.15
F)	VHF Isolator	included in option E
G)	VHF Duplexor	\$ 3,990.95
H)	VHF Combiner 4 circuit	\$ 8,663.05
I)	UHF Combiner 2 circuit	\$ 5,257.30
J)	UHF Cavity Filter	\$ 711.55
K)	VHF Combiner 2 circuit	\$ 4,481.15
Supplemental	Base Station Antenna, UHF, 9dBd, 3 deg tilt	\$ 5,491.00
	Base Station Antenna, VHF, 6dBd, 3 deg tilt	\$ 6,835.25
Total Bid:		

RFQ# BPH11084
Base Station Antenna
Attachment B: Equipment List

The vendor must provide manufacturer, model number, and part number for all the equipment bid. Vendors should include, with their bid, a copy of the manufacturer's product sheet and any other supporting documentation which demonstrates the vendor's adherence to the mandatory specifications as outlined in the specifications.

TIER	Description	Manufacturer	Model Number	Part Number /Configuration Codes
1U	Base Station Antenna UHF 3dBd With Mounting Hardware	TXRX	BA80-67	DSBA4067DIN, TDN6017
1V	Base Station Antenna VHF 3dBd With Mounting Hardware	TXRX	BA40-41	DSBA4041DIN, TDN6017
2U	Base Station Antenna UHF 6dBd With Mounting Hardware	TXRX	BA160-67	DSBA8067DIN, TDN6017
2V	Base Station Antenna VHF 6dBd With Mounting Hardware	TXRX	BA80-41	DSBA8041DIN, DSPA4241DIN, TDN6017
<i>Options for Items 1-2</i>				
A)	UHF Circulator and Isolator	Motorola		TDE7120
B)	UHF Isolator	Included in option A		
C)	UHF Duplexor			TDE6960
D)	UHF Combiner 4 circuit			TDE6860
E)	VHF Circulator and Isolator			TDD7190
F)	VHF Isolator	Included in option E		
G)	VHF Duplexor			TDD6459
H)	VHF Combiner 4 circuit			TDD6940
I)	UHF Combiner 2 circuit			TDE6840
J)	UHF Cavity Filter			TDE6910, TDN9369
K)	VHF Combiner 2 circuit			TDD6920
Supplemental	Base Station Antenna,UHF, 9dBd, 3 deg tilt			DSBA16067DIN, TDN6017
	Base Station Antenna,VHF, 6dBd, 3 deg tilt			DSBA8041DIN, DSPA4241T3DIN, TDN6017

RFQ#
P25 RF Service Monitor Device
Attachment F: Cost Sheet

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

TIER	Description	Unit Cost
1	P25 Service Monitor	\$49,513.05
	1 Ghz Operating Spectrum	
2	P25 Service Monitor	\$51,748.40
	2.7 Ghz Operating Spectrum	
<i>Options for Items 1-2</i>		
A)	Interface cables and Probes for P25 analysis	\$ 95.00
B)	Interface cables and Probes for microwave analysis	\$ 1,173.25
C)	UHF Antenna	\$ 55.10
D)	VHF Antenna	\$ 55.10
Total Bid:		

Master Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and the State of West Virginia Department of Health and Human Resources ("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	Motorola "Proposal" dated December 1, 2010
Exhibit C	West Virginia "Request For Quotation #BPH11084" dated October 29, 2010

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

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

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

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

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

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF AGREEMENT.** This Agreement is a Master Purchase Agreement, whereby during the term of this Agreement Customer has the right, but not the duty, to purchase from time to time Products from Motorola's Government and Enterprise business. Pricing for the Products will be pursuant to the pricing reflected in Exhibit B. Motorola will provide, ship, and install (if applicable) the Products, 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 pricing reflected in Exhibit B.

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, if they are then available for sale by Motorola.

Each order must refer to this Agreement (**Motorola Contract No.10-24125** and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price. Motorola will make reasonable efforts to deliver the ordered Products within eight (8) weeks from receipt of order or sooner. 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, notwithstanding any different terms and conditions contained in an order or acknowledgment of an order.

Section 4 TERM OF AGREEMENT

Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for one (1) year from the Effective Date. Expiration of this Agreement will not affect any warranty period that has not yet expired. In addition, this Agreement may be extended by mutual written agreement of the Parties for two (2) additional one (1) year renewal periods and an additional reasonable period of time, if necessary, not to exceed twelve (12) months.

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 sixty (60) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, purchase card, or cashier's check from a U.S. financial institution. 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 with documentation from the shipping company. Title and risk of loss to the Equipment will pass to Customer upon delivery. Customer may reject non-conforming goods in accordance with the UCC. 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:

DHHR BPH - OEMs at 190 Hart Field Road, Morgantown, WV 26505

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

Ship to address on Release Order, as requested.

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 ACCEPTANCE

Title and risk of loss to the Equipment will pass to Customer upon delivery. Customer may reject non-conforming goods in accordance with the UCC. Title to Software will not pass to Customer at any time

Section 7 REPRESENTATIONS AND WARRANTIES

7.1. **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.

7.2. **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.

7.3. **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.

7.4. **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.

7.5. **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.

7.6. **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.

7.7. **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 8 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 9 DISPUTES

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

9.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of West Virginia.

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

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

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

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

Section 10 DEFAULT AND TERMINATION

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

Section 11 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

11.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all

14.5. 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.

14.6. 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.

14.7. 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 of West Virginia.

14.8. 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.

14.9. 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:

Motorola, Inc.
Attn: Law Dept./Commercial Counsel
1301 E. Algonquin Road MD SH5
Schaumburg, IL 60196
Email: john.santeler@motorola.com

Customer
Attn: Bryan Rosen, Purchasing Director
One Davis Square, Room 100
Charleston WV 25301
fax: 304-558-2892

14.10. 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.


14.11. 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.

14.12. 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 8.7 (Disclaimer of Implied Warranties); Section 9 (Disputes); Section 12 (Limitation of Liability); Section 13 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 14.

14.13. 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, Solutions, Inc.

By: 
 Name: Jacquelyn M. Wasni
 Title: MSSI Vice President
 Date: March 10, 2011

State of West Virginia (Dept. of Health & Human Resources)

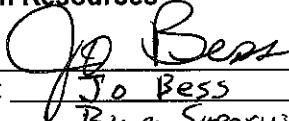
By: 
 Name: Jo Bess
 Title: Buyer Supervision
 Date: 3-16-11

Exhibit A**SOFTWARE LICENSE AGREEMENT**

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

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

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

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

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

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AGREEMENT ADDENDUM

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

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

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: DATAHR

Signed: JP Ben

Title: Buyer Supervisor

Date: 3-16-11

VENDOR

Company Name: Motorola Solutions, Inc.

Signed: M. Wasni

Title: Jacquelyn M. Wasni, MSSI Vice President

Date: March 10, 2011

Agreement Addendum to WV-96

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

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

ACCEPTED BY:

WEST VIRGINIA DEPARTMENT
OF HEALTH AND HUMAN
RESOURCES

Signed: Joe Bess

Title: Buyer Supervisor

Date: 3-16-11

MOTOROLA SOLUTIONS, Inc.

Signed: MMW

Title: MSSI Vice President

Date: March 10, 2011

APPROVED AS TO FORM THIS 22nd
DAY OF March 20 11

DARRELL V. MCGRAW, JR.
ATTORNEY GENERAL

By: Lawrence Warfield
DEPUTY ATTORNEY GENERAL

ATTACHMENT
P.O.# BPH1084

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.*

Agreed

J. J. Kelly 11/30/10
Signature Date

Division Controller, USFGMD
Title

Motorola, Inc.
Company Name

J. J. Ben 3-18-11
Signature Date

Bump Supervisor
Title

for DHHR-OEMS
Agency/Division

* Motorola's proposal is subject to Motorola's Clarifications to the terms and conditions set forth in the West Virginia Department of Health and Human Resources Request for Quotation (BPH1084) and to the attached and incorporated Master Purchase Agreement and Software Licensing Agreement, or, in the alternative, a negotiated version thereof.