

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14395 OC

PAGE 1 of 2	ORDER DATE 06/22/21
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 536832	
VENDOR ADDRESS: MOTOROLA SOLUTIONS INC 13108 COLLECTIONS CENTER DR CHICAGO IL 60693	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2021 THROUGH DECEMBER 31, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Public Safety Communication Equipment Contract 06913.

Contract to supply and deliver select Radios, Base Stations/Repeaters, and Mobile Radio Antennas to the State of Nebraska agencies and political sub-divisions as per the attached specifications for the contract period July 1, 2021 through December 31, 2021. The list of products and percentage of discount from list is posted after this contract.

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Public Safety Communications Radio Equipment must be processed by the Office of the Chief Information Officer. Political subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

Instructions for using this contract:

Quotes may be obtained by contacting:

Account Representative Brandon Winchester (brandon.winchester@motorolasolutions.com)
Inside Representative Regi Mele (regi.mele1@motorolasolutions.com).

Purchase Orders may be processed by one of three methods:

1. Sending Purchase Orders issued from this contract to Account Representative Tony Kosiba (tony.kosiba@motorolasolutions.com) or Inside Representative Regi Mele (regi.mele1@motorolasolutions.com)
2. Completing the order on MOL (Motorola OnLine; ordering system) after a Purchase Order has been issued from this contract. If you are a state agency and need access to MOL contact Mike Jeffres, Statewide Public Safety Communication Manager at the Office of the Chief Information Officer. Political sub-divisions may obtain access to MOL by contacting Tony Kosiba, Motorola Account Manager, please see contact information below.
3. Processing the order through a Motorola Manufacturer's Representative, these are companies considered to be doing business as Motorola to provide products and services on behalf of Motorola. Purchase Orders issued from this contract will show Motorola as the vendor and will be processed by the Manufacturer's Representative. Do not change the Vendor on the Purchase Order to anything other than Motorola.

(For the File - This RFP and Contract are bid and awarded by the State of Washington. All backup bids, etc. are retained by the

DocuSigned by:

Joy Fischer

DS

PK

8D62163E69CA462...DocuSigned By: BUYER

Amara Block

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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14395 OC


PAGE 2 of 2		ORDER DATE 06/22/21	
BUSINESS UNIT 9000		BUYER JOY FISCHER (AS)	
VENDOR NUMBER: 536832			

Washington Department of Administration, State Procurement Office. The NASPO ValuePoint/Motorola Solutions Master Agreement became effective November 2, 2015.)

Vendor Contact: Brandon Winchester
 Phone: 402-686-9611
 Email: brandon.winchester@motorolasolutions.com

This is the third renewal of the contract as amended. (6/22/21 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	RADIOS Subcategories: Portable, Dual-Band Portable, Single-Band tier I Portable, Single-Band tier II Portable, Single-Band tier III Mobile, Dual-Band Mobile, Single-Band tier I Mobile, Single-Band tier II Mobile, Single-Band tier III Desktop, Dual-Band Desktop, Single-Band tier I Desktop, Single-Band tier II	100,000.0000	\$	1.0000
2	BASE STATION/REPEATERS SINGLE BAND TIER I	100,000.0000	\$	1.0000
3	BASE STATION/REPEATERS SINGLE BAND TIER II	100,000.0000	\$	1.0000
4	MOBILE RADIO ANTENNAS	100,000.0000	\$	1.0000

DS

 BUYER INITIALS

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
AMENDMENT 3**

**Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")**

Motorola Solutions, Inc.
(hereinafter "Contractor")
And
State of Nebraska 14395 OC
(hereinafter "Participating State")

THIS AMENDMENT is by and between the State of Nebraska (Participating State), and Motorola Solutions, Inc. (Contractor).

WHEREAS, the Lead State (Washington) has a Contract with the Contractor identified as Public Safety Communication Equipment #06913 to provide public Safety Communication Equipment for use by state agencies and other entities. The State has entered into a Participating Addendum with the Contract identified as 14395 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be extended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the existing contract.

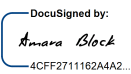
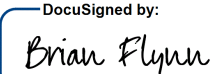
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective July 1, 2021:

1. **CHANGES:** The purpose of this Amendment 3 is as follows:
 - a. Contract term is extended from July 1, 2021 to December 31, 2021

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Motorola Solutions, Inc.
By:  4CFF2711162AA2...	By:  75F6346A422D40E...
Name: Amara Block	Name: Brian Flynn
Title: Acting Materiel Administrator	Title: Area Sales Manager
Date: 6/28/2021	Date: 6/16/2021

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Motorola Solutions, Inc.
24000 35th Ave SE
Bothell, WA 98021-0000

THIRD AMENDMENT
TO
NASPO VALUEPOINT MASTER AGREEMENT NO. 06913
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT

This Third Amendment (“Amendment”) to NASPO ValuePoint Master Agreement No. 06913 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Motorola Solutions, Inc., a Delaware corporation (Contractor”) and is dated and effective as of July 1, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain NASPO Value Master Agreement No. 06913 for Public Safety Communications Equipment dated effective as of October 30, 2015 (“Master Agreement”).
- B. The Parties previously amended the Master Agreement 06913.
 - a. Amendment One, dated effective July 1, 2016 extended the Master Agreement through June 30, 2018.
 - b. Amendment Two, dated effective July 1, 2018 extended the Master Agreement through June 30, 2021.
- C. The amendment set forth herein is within the scope of the Master Agreement.
- D. The Parties now desire to amend the Master Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Agreement, as previously amended, as follows:

- 1. **MASTER AGREEMENT EXTENSION.** The Parties mutually agree to extend NASPO ValuePoint Master Agreement No. 06913 through December 31, 2021.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Master Agreement is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

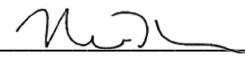
Master Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

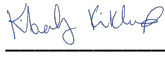
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

MOTOROLA SOLUTIONS, INC.
A DELAWARE CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Neil Thomas
Title: Regional Vice President - West
Date: 5/21/21

By: 
Name: Kim Kirkland
Title: IT Procurement Supervisor
Date: 5/21/2021






06913 Motorola-AMD3-Final extension thru 12.31.21_Signed_NT

Final Audit Report

2021-05-21

Created:	2021-05-21
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnV1smafM0kgcb4RICjaObNDSEAUoFbSH

"06913 Motorola-AMD3-Final extension thru 12.31.21_Signed_NT" History

-  Document created by Neva Peckham (neva.peckham@des.wa.gov)
2021-05-21 - 4:46:32 PM GMT- IP address: 198.238.242.30
-  Document emailed to Kim Kirkland (kim.kirkland@des.wa.gov) for signature
2021-05-21 - 4:46:54 PM GMT
-  Email viewed by Kim Kirkland (kim.kirkland@des.wa.gov)
2021-05-21 - 4:55:18 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kim Kirkland (kim.kirkland@des.wa.gov)
Signature Date: 2021-05-21 - 4:56:26 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Agreement completed.
2021-05-21 - 4:56:26 PM GMT

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14395 OC

PAGE 1 of 2	ORDER DATE 02/26/21
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 536832	
VENDOR ADDRESS: MOTOROLA SOLUTIONS INC 13108 COLLECTIONS CENTER DR CHICAGO IL 60693	

THE CONTRACT PERIOD IS:

JULY 01, 2018 THROUGH JUNE 30, 2021

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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Originally awarded from NASPO ValuePoint Public Safety Communication Equipment Contract 06913.

Contract to supply and deliver select Radios, Base Stations/Repeaters, and Mobile Radio Antennas to the State of Nebraska agencies and political sub-divisions as per the attached specifications for the contract period July 1, 2018 through June 30, 2021. The list of products and percentage of discount from list is posted after this contract.

Payment: 45 days

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Instructions for using this contract:

Quotes may be obtained by contacting:

Account Representative Brandon Winchester (brandon.winchester@motorolasolutions.com)
Inside Representative Regi Mele (regi.mele1@motorolasolutions.com).

Purchase Orders may be processed by one of three methods:

1. Sending Purchase Orders issued from this contract to Account Representative Tony Kosiba (tony.kosiba@motorolasolutions.com) or Inside Representative Regi Mele (regi.mele1@motorolasolutions.com)
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3. Processing the order through a Motorola Manufacturer's Representative, these are companies considered to be doing business as Motorola to provide products and services on behalf of Motorola. Purchase Orders issued from this contract will show Motorola as the vendor and will be processed by the Manufacturer's Representative. Do not change the Vendor on the Purchase Order to anything other than Motorola.

(For the File - This RFP and Contract are bid and awarded by the State of Washington. All backup bids, etc. are retained by the

DocuSigned by:

Annette Walton 3/4/2021

2358B0EE0E87446... BUYER
DocuSigned by:

3/4/2021

MATERIAL ADMINISTRATOR

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STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

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 Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 11/04/15
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 536832	

CONTRACT NUMBER
14395 OC


Washington Department of Administration, State Procurement Office. The NASPO ValuePoint/Motorola Solutions Master Agreement became effective November 2, 2015.)

Vendor Contact: Brandon Winchester
 Phone: 402-686-9611
 Email: brandon.winchester@motorolasolutions.com

This is the second renewal of the contract as amended. (vc 8/21/18)

Amendment one as attached. (02/26/21 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	RADIOS Subcategories: Portable, Dual-Band Portable, Single-Band tier I Portable, Single-Band tier II Portable, Single-Band tier III Mobile, Dual-Band Mobile, Single-Band tier I Mobile, Single-Band tier II Mobile, Single-Band tier III Desktop, Dual-Band Desktop, Single-Band tier I Desktop, Single-Band tier II	100,000.0000	\$	1.0000
2	BASE STATION/REPEATERS SINGLE BAND TIER I	100,000.0000	\$	1.0000
3	BASE STATION/REPEATERS SINGLE BAND TIER II	100,000.0000	\$	1.0000
4	MOBILE RADIO ANTENNAS	100,000.0000	\$	1.0000

DS

 BUYER INITIALS

AMENDMENT ONE
Contract 14395 OC
Radios, Base Stations/Repeaters, and Mobile Radio Antennas for the State of Nebraska
Between
The State of Nebraska and Motorola Solutions, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Motorola Solutions, Inc. (the "Contractor") parties to Contract 14395 OC (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

Vendor contact information will be deleted and replaced with:

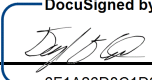
Vendor Contact: Brandon Winchester
Phone: 402-686-9611
Email: brandon.winchester@motorolasolutions.com

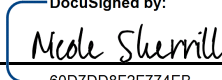
This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Motorola Solutions, Inc.

By: DocuSigned by:

6F1A26D8C1D24BC...

By: DocuSigned by:

60D7DD8F2F774EB...

Name: Doug Carlson

Name: Nicole Sherrill

Title: Materiel Administrator

Title: Territory Vice President of sales

Date: 3/4/2021

Date: 3/3/2021

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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**CONTRACT NUMBER
14395 OC**

PAGE 1 of 2	ORDER DATE 08/21/18
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 536832	
VENDOR ADDRESS: MOTOROLA SOLUTIONS INC 13108 COLLECTIONS CENTER DR CHICAGO IL 60693	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2018 THROUGH JUNE 30, 2021

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Payment: 45 days

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Instructions for using this contract:

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Inside Representative Regi Mele (regi.mele1@motorolasolutions.com).

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(For the File - This RFP and Contract are bid and awarded by the State of Washington. All backup bids, etc. are retained by the

8.23.18
v
René A. Botts 8/22/2018
BUYER
MATERIEL ADMINISTRATOR 8/23/2018

STATE OF NEBRASKA CONTRACT AWARD

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PAGE 2 of 2	ORDER DATE 08/21/18
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VENDOR NUMBER: 536832	

Washington Department of Administration, State Procurement Office. The NASPO ValuePoint/Motorola Solutions Master Agreement became effective November 2, 2015.)

Vendor Contact: Tony Kosiba
Phone: (402) 269-2078
Fax: (402) 269-2078 the voicemail message provides instructions on sending a fax
Email: tony.kosiba@motorolasolutions.com

This is the second renewal of the contract as amended. (vc 8/21/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	RADIOS Subcategories: Portable, Dual-Band Portable, Single-Band tier I Portable, Single-Band tier II Portable, Single-Band tier III Mobile, Dual-Band Mobile, Single-Band tier I Mobile, Single-Band tier II Mobile, Single-Band tier III Desktop, Dual-Band Desktop, Single-Band tier I Desktop, Single-Band tier II	100,000.0000	\$	1.0000
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4	MOBILE RADIO ANTENNAS	100,000.0000	\$	1.0000



BUYER INITIALS

**PARTICIPATING ADDENDUM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")**

**MASTER AGREEMENT
Amendment Two**

Motorola Solutions (hereinafter "Contractor")

And

State of Nebraska 14395 OC
(hereinafter "Participating State")

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska (Participating State), and Motorola Solutions(Contractor).

WHEREAS, the Lead State (Washington) has a Contract with the Contractor identified as Public Safety Communication Equipment #06913 to provide public Safety Communication Equipment for use by state agencies and other entities. The State has entered into a Participating Addendum with the Contract identified as 14395 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be extension per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the existing contract.



NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective July 1, 2018:

1. **CHANGES:** The purpose of this Amendment Two are as follows:
 - a. Contract term is extended from July 1, 2018 through June 30, 2021.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF NEBRASKA	Contractor: Motorola Solutions
By: 	By: 
Name: David Zwart	Name: Ali Kapadia
Title: Materiel Administrator	Title: MSSSI Vice President
Date: 8/23/2018	Date: 7/11/18

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CONTRACT NUMBER
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PAGE 1 of 2	ORDER DATE 06/29/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 536832	
VENDOR ADDRESS: MOTOROLA SOLUTIONS INC 13108 COLLECTIONS CENTER DR CHICAGO IL 60693	

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JULY 1, 2016 THROUGH JUNE 30, 2018

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6/29/16
per [unclear]
Rene G. Botts 6/29/2016
BUYER
6/30/16
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

**CONTRACT NUMBER
14395 OC**

PAGE 2 of 2	ORDER DATE 06/29/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 536832	

Washington Department of Administration, State Procurement Office. The NASPO ValuePoint/Motorola Solutions Master Agreement became effective November 2, 2015.)

Vendor Contact: Tony Kosiba
Phone: (402) 269-2078
Fax: (402) 269-2078 the voicemail message provides instructions on sending a fax
Email: tony.kosiba@motorolasolutions.com

This is the first renewal of the contract as amended. ka 6/29/16

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	RADIOS Subcategories: Portable, Dual-Band Portable, Single-Band tier I Portable, Single-Band tier II Portable, Single-Band tier III Mobile, Dual-Band Mobile, Single-Band tier I Mobile, Single-Band tier II Mobile, Single-Band tier III Desktop, Dual-Band Desktop, Single-Band tier I Desktop, Single-Band tier II	100,000.0000	\$	1.0000
2	BASE STATION/REPEATERS SINGLE BAND TIER I	100,000.0000	\$	1.0000
3	BASE STATION/REPEATERS SINGLE BAND TIER II	100,000.0000	\$	1.0000
4	MOBILE RADIO ANTENNAS	100,000.0000	\$	1.0000


BUYER INITIALS

PARTICIPATING ADDENDUM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Amendment 1

Motorola Solutions (hereinafter "Contractor")

And

State of Nebraska 14395 OC
(hereinafter "Participating State")

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska (Participating State), and Motorola Solutions(Contractor).

WHEREAS, the Lead State (Washington) has a Contract with the Contractor identified as Public Safety Communication Equipment #06913 to provide public Safety Communication Equipment for use by state agencies and other entities. The State has entered into a Participating Addendum with the Contract identified as 14395 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be extension per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the existing contract.

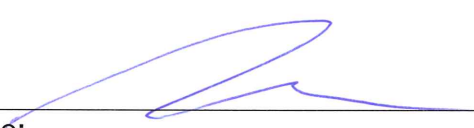

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective July 1, 2016:

1. **CHANGES:** The purpose of this Amendment 1 are as follows:
 - a. Contract current ending date is corrected to June 30, 2016 to correct a clerical error.
 - b. Contract term is extended from July 1, 2016 through June 30, 2018.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF NEBRASKA	Contractor: Motorola Solutions
By: 	By: 
Name: Bo Botelho	Name: Ali Kapadia
Title: Materiel Administrator	Title: MSSSI Vice President
Date: 6/30/16	Date: 6.14.2016

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CONTRACT NUMBER
14395 OC

PAGE 1 of 2	ORDER DATE 02/11/16
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 536832	
VENDOR ADDRESS: MOTOROLA SOLUTIONS INC 13108 COLLECTIONS CENTER DR CHICAGO IL 60693	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2016 THROUGH JULY 31, 2016

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Public Safety Communication Equipment Contract 06913. Contract to supply and deliver select Radios, Base Stations/Repeaters, and Mobile Radio Antennas to State of Nebraska agencies and political sub-divisions for the period of February 1, 2016 through June 30, 2016. The list of products and percentage of discount from list is posted after this contract.

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Public Safety Communications Radio Equipment must be processed by the Office of the Chief Information Officer. Political subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

Instructions for using this contract:

Quotes may be obtained by contacting:

Account Representative Tony Kosiba (tony.kosiba@motorolasolutions.com)
Inside Representative Regi Mele (regi.mele1@motorolasolutions.com)

Purchase Orders may be processed by one of three methods:

1. Sending Purchase Orders issued from this contract to Account Representative Tony Kosiba (tony.kosiba@motorolasolutions.com) or Inside Representative Regi Mele (regi.mele1@motorolasolutions.com)
2. Completing the order on MOL (Motorola OnLine; ordering system) after a Purchase Order has been issued from this contract. If you are a state agency and need access to MOL contact Mike Jeffres, Statewide Public Safety Communication Manager at the Office of the Chief Information Officer. Political sub-divisions may obtain access to MOL by contacting Tony Kosiba, Motorola Account Manager, please see contact information below.
3. Processing the order through a Motorola Manufacturer's Representative, these are companies considered to be doing business as Motorola to provide products and services on behalf of Motorola. Purchase Orders issued from this contract will show Motorola as the vendor and will be processed by the Manufacturer's Representative. Do not change the Vendor on the Purchase Order to anything other than Motorola.

(For the File - This RFP and Contract are bid and awarded by the State of Washington. All backup bids, etc. are retained by the Washington Department of Administration, State Procurement Office. The NASPO ValuePoint/Motorola Solutions Master Agreement

René Botts 2/17/2016
BUYER
MATERIEL ADMINISTRATOR
43500|NISC0001|NISC0001 20150901

STATE OF NEBRASKA CONTRACT AWARD

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(2/11/16 ss)

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RAB
BUYER INITIALS

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

PARTICIPATING ADDENDUM

Motorola Solutions
(hereinafter "Contractor")

And

State of Nebraska, Contract 14395 OC
(hereinafter "Participating State")

1. Scope: This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating **State of Nebraska** authorized by that state's statutes to utilize **State of Nebraska** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following categories:

Category: Radios	
Subcategory: Portable, Dual-Band	Subcategory: Mobile, Single-Band tier II
Subcategory: Portable, Single-Band tier I	Subcategory: Mobile, Single-Band tier III
Subcategory: Portable, Single-Band tier II	Subcategory: Desktop, Dual-Band
Subcategory: Portable, Single-Band tier III	Subcategory: Desktop, Single-Band tier I
Subcategory: Mobile, Dual-Band	Subcategory: Desktop, Single-Band tier II
Subcategory: Mobile, Single-Band tier I	
Category: Base Stations/Repeaters: Single-Band tier I	
Category: Base Station/Repeaters, Single-Band tier II	
Category: Mobile Radio Antennas	

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **State of Nebraska** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

a. **PRICES**

Prices shall be net, including transportation and delivery charges fully prepaid by the Contractor, F. O. B. Destination. No additional charges will be allowed for packing, packages or partial delivery costs.

b. **CONTRACT PERIOD:** February 1, 2016 through June 30, 2016

c. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /
NONDISCRIMINATION**

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this contract.

d. **PERMITS, REGULATIONS, LAWS**

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

e. **OWNERSHIP OF INFORMATION AND DATA**

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

f. **INSURANCE REQUIREMENTS**

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been reasonably approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1) **WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall be the limits stated hereinafter.

2) **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The contractor and subcontractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3) **INSURANCE COVERAGE AMOUNTS REQUIRED**

a) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

b) **COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Personal/Advertising Injury	\$2,000,000 any one person
Bodily Injury/Property Damage	\$2,000,000 per occurrence
Fire Damage	\$250,000 any one fire
Medical Payments	\$10,000 any one person

c) **COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$2,000,000 combined single limit
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4) **EVIDENCE OF COVERAGE**

The contractor should furnish the State an Acord form 25 certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 1526 K Street, Suite 130, Lincoln, NE 68508 (facsimile 402-471-2089) after contract execution. This certificate shall reference the parties and this contract, and the certificate shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

g. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to the contract, or any portion thereof.

- 1) The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
- 2) The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

h. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

i. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contract. The contractor shall agree that it will not utilize any subcontractors not specifically included in this contract, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

j. CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contract shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

- 1) any and all employment taxes and/or other payroll withholding;
- 2) any and all vehicles used by the contractor's employees, including all insurance required by state law;
- 3) damages incurred by contractor's employees within the scope of their duties under the contract;
- 4) maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- 5) determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

k. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, at any time, recruit or employ any State employee or agent who is working with the contract or in relation to this contract.

l. CONFLICT OF INTEREST

The contractor certifies that there does not now exist any relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

m. ERRORS AND OMISSIONS

The contractor shall not take advantage of any errors and/or omissions in this contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

n. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

o. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

p. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

q. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

r. ADVERTISING

The contractor agrees not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

s. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

t. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

u. EARLY TERMINATION

The contract may be terminated as follows:

- 1) The State and the contractor, by mutual written agreement, may terminate the contract at any time.
- 2) The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 3) The State may terminate the contract immediately for any of the following reasons:
 - a) if directed to do so by statute;
 - b) contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c) a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e) an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f) a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g) contractor intentionally discloses confidential information;
 - h) contractor has or announces it will discontinue support of the deliverable;
 - i) second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

v. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

w. **BREACH BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service/goods from other sources and hold the contractor responsible for any excess cost occasioned thereby.

x. **ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

y. **FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

z. **PROHIBITION AGAINST ADVANCE PAYMENT**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

aa. **PAYMENT**

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the contractor prior to receipt, and the contractor hereby waives any claim or cause of action for any such services/goods.

bb. **INVOICES**

Invoices for payments must be submitted by the contractor to the agency requesting the services/goods with sufficient detail to support payment. The terms and conditions included in the

contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

cc. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

dd. TAXES

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (1) (m). Exemption by statute precludes the furnishing of State exemption certificates.

ee. INSPECTION AND APPROVAL

Final inspection and approval of all work required and/or goods received under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

ff. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contract.

Corrections of any deliverable services/goods or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

gg. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

hh. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the

State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

ii. **LIMITATION OF LIABILITY**

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

jj. **INDEMNIFICATION**

1) **GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2) **INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated

judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this contract.

3) **PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

kk. **NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

ll. **ANTITRUST**

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

mm. **DISASTER RECOVERY/BACK UP PLAN**

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

nn. **TIME IS OF THE ESSENCE**

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

oo. **DRUG POLICY**

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

pp. **EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

qq. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

rr. **POLITICAL SUB-DIVISIONS**

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

ss. **REPORTS**

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization:

- 1) Purchase order number;
- 2) Description;
- 3) Quantity; and
- 4) Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

Period End	Report Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

tt. **ADMINISTRATIVE FEE /REBATE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one-quarter of one percent (0.25%) the net sales (net of any returns, credits, or adjustments under this Addendum for the period. The Contractor's WSCA-NASPO pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

Period End	Fee Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum

- uu. **ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**
All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

- vv. **WARRANTY**
The Contractor will provide a copy of the manufacturer's warranty to the State of Nebraska upon signature of the participating addendum.

4. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Tony Kosiba
Address	593 South 26 th Road, Syracuse, NE 68446
Telephone	402-269-2078
Fax	
E-mail	tony.kosiba@motorolasolutions.com

Participating Entity

Name	René A. Botts
Address	1526 K Street, Suite 130
Telephone	(402) 471-0971
Fax	(402) 471- 2089
E-mail	Rene.botts@nebraska.gov

5. **Subcontractors:**

All [contactor] dealers/resellers/distributers authorized in the State of Nebraska, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The **Motorola Solutions** dealer's/resellers/distributers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. **Purchase Order Instructions:**

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase

order amount. Please channel your PO through one of our authorized dealers/resellers/distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

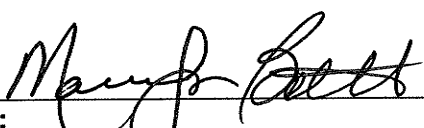
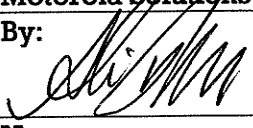
All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **14395 OC** and the Lead State master price agreement number: 06913.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 06913 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Motorola Solutions
By: 	By: 
Name: Marilyn Bottrell	Name: Ali Kapadia
Title: DAS Materiel Administrator	Title: MSSSI Vice President
Date: 2-22-16	Date: 1/29/16

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	<u>thay@naspovalupoint.org</u>

PROPOSAL TO
STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES (DES)

CONTRACT/MASTER AGREEMENT #06913 FOR PUBLIC SAFETY COMMUNICATION EQUIPMENT

DECEMBER 7, 2015



SECTION 1

CONTRACT/MASTER AGREEMENT #06913 FOR PUBLIC SAFETY COMMUNICATION EQUIPMENT

State of Washington, Department of Enterprise Services (DES) on behalf of the NASPO ValuePoint Cooperative Purchasing Program **Contract/Master Agreement #06913 For Public Safety Communication Equipment** between The State of Washington and Motorola Solutions Under the Authority of State of Washington, Chapter 39.26 RCW between The State of Washington and Motorola Solutions Under the Authority of State of Washington, Chapter 39.26 RCW <http://www.naspovaluepoint.org/#/contract-details/61/contractor/345> Motorola Solutions has been awarded the following categories/subcategories:

Category: Radios			
Subcategory: Portable, Dual-Band			
Subcategory: Portable, Single-Band tier I			
Subcategory: Portable, Single-Band tier II			
Subcategory: Portable, Single-Band tier III			
Subcategory: Mobile, Dual-Band			
Subcategory: Mobile, Single-Band tier I			
Subcategory: Mobile, Single-Band tier II			
Subcategory: Mobile, Single-Band tier III			
Subcategory: Desktop, Dual-Band			
Subcategory: Desktop, Single-Band tier I			
Subcategory: Desktop, Single-Band tier II			
Category: Base Stations/Repeaters: Single-Band tier I			
Category: Base Station/Repeaters, Single-Band tier II			
Category: Mobile Radio Antennas			
DISCOUNTS ON PRODUCTS & SERVICES			
Motorola Solutions - NASPO ValuePoint DISCOUNT MATRIX (Revised 12/7/15)			
REFER TO MANUFACTURER REFERENCE LIST: Motorola on-Line (MOL):			
Category: Radios			DISCOUNT %
<i>List price for Base Model, Additional features & options quoted and sold at same discount</i>			
Excluding the state of Washington, the discounts apply to states with purchasing fees </=1%			

Upon request, and at no charge, Motorola will provide contract customers a copy of the manufacturer's reference product price(s) after application of discount.			
<u>Subcategory: Portable, Dual-Band</u>			
APX7000 MULTI-BAND			27%
APX7000XE MULTI-BAND			27%
APX7000L MULTI-BAND			27%
APX8000 ALL-BAND			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
<u>Subcategory: Portable, Single-Band tier I</u>			
APX6000			27%
APX6000Li			27%
APX6000XE			27%
APX3000			27%
XTS1500/2500/3000/4000/5000 ACCESSORIES			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
<u>Subcategory: Portable, Single-Band tier II</u>			
APX4000			27%
APX4000XH			27%
APX1000			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			
<u>Subcategory: Portable, Single-Band tier III</u>			
BPR40			17%
CP185			17%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			17%
<u>Subcategory: Mobile, Dual-Band</u>			
APX7500			27%
APX8500 ALL-BAND			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
<u>Subcategory: Mobile, Single-Band tier I</u>			
APX6500			27%
APX6500Li			27%
All XTL 1500/2500/3000/4000/5000 ACCESSORIES			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
<u>Subcategory: Mobile, Single-Band tier II</u>			
APX4500			27%
APX1500			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
<u>Subcategory: Mobile, Single-Band tier III</u>			
CDM120 Cancelled – replacement product under review			17%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			17%

Subcategory: Desktop, Dual-Band			
APX7500 CONSOLETTTE			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Desktop, Single-Band tier I			
APX6500 WITH POWER SUPPLY			27%
ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Desktop, Single-Band tier II			
APX4500 WITH POWER SUPPLY			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Category: Base Stations/Repeaters: Single-Band tier I			
GTR8000			20%
ACECSSORIES ORDERED WITHOUT BASE UNIT			20%
MLC8000			20%
GCP8000			
GCM8000			20%
GPW8000			20%
BASE STATION NETWORK MANAGEMENT AND HARDWARE			20%
BASE STATION DATA APPLICATIONS AND HARDWARE			20%
BASE STATION ENCRYPTION AND HARDWARE			20%
BASE STATION INTEROPERABILTY APPLICATIONS			20%
INFRASTRUCTURE/FIXED EQUIPMENT/OTHER			20%
Category: Base Station/Repeaters, Single-Band tier II			
GTR8000			20%
MTR3000			20%
BASE STATION NETWORK MANAGEMENT AND HARDWARE			20%
BASE STATION DATA APPLICATIONS AND HARDWARE			20%
BASE STATION ENCRYPTION AND HARDWARE			20%
BASE STATION INTEROPERABILTY APPLICATIONS			20%
BASE STATION LICENSES			20%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			20%
INFRASTRUCTURE/FIXED EQUIPMENT/OTHER			20%
Category: Mobile Radio Antennas			
MOBILE RADIO ANTENNAS			20%
Bidder offers the following services commonly available for the above product category/subcategory at the percentage discounts listed below off manufacturer's(or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.			

Services	DISCOUNT %	CHARGE PER HOUR	
Equipment configuration and system design:		\$192.75 /Hour	
Technical support services:		\$192.75 /Hour	
Equipment installation:		\$192.75 /Hour	
Equipment repair:		\$192.75 /Hour	
Training, World Wide Learning Services (WLS):	13%		
Other Services			
Service from the Start	0%		
Service from the Start Lite	0%		
Engineering Professional Services		\$192.75 /Hour	
Project Management Professional Services		\$192.75 /Hour	
Service Delivery Manager:		\$192.75 /Hour	
Most services, such as engineering, program management, training, etc., are usually sold on a per man day basis, rather than an hourly basis, the daily rate is \$1,542. per Man Day (8 hours).			