

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY RADIO COMMUNICATION EQUIPMENT AND SERVICES
Administered by the State of Washington (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
(hereinafter "WSCA Master Agreement")
Washington Contract Number: 02702

Motorola, Inc.
(hereinafter "Contractor")

And

State of Colorado
(hereinafter "Participating State")

This Participating Addendum is entered into by the State of Colorado (hereinafter "the Participating State") and Motorola, Inc. (hereinafter "Contractor" and together with the Participating State, the "Parties") pursuant to that certain Public Safety Communication Contract #02702, between Contractor and the State of Washington, on behalf of the Western States Contracting Alliance ("WSCA"), as subsequently amended (together with its exhibits and attachments, the "WSCA Master Agreement"), for the purchase of public safety radio communication equipment and services by State Agencies, and other entities located in the Participating State authorized by the Participating State's statutes to utilize State contracts. This Participating Addendum and the exhibits attached hereto shall be collectively referred to as this "Addendum".

The Parties to this Addendum hereby agree as follows:

1. Contract Amendments: The terms and conditions of the originally executed WSCA Master Agreement have been amended as follows:

- A. Contract Amendment #4, effective October 30, 2006, extended the term of the WSCA Master Agreement through October 29, 2008.
- B. Contract Amendment #10a, effective October 30, 2008, extended the term of the WSCA Master Agreement through December 29, 2008.
- C. Contract Amendment #19, effective December 29, 2008, extended the term of the WSCA Master Agreement March 29, 2009.
- D. Contract Amendment #20, effective March 29, 2009, amended provisions of the WSCA Master Agreement relating to most favored pricing, software and firmware updates, technical advances and upgrades, warranties, delivery, intellectual property indemnification and dealers.
- E. Contract Amendment #21, effective October 30, 2009, extended the term of the WSCA Master Agreement through October 29, 2011 and added a list of upgraded equipment, deleted equipment, and current equipment with different identification numbers.
- F. Contract Amendment #22, effective April 30, 2010, added additional products to the WSCA Master Agreement.

2. Scope: Contractor is authorized to provide Motorola brand equipment and Services under Phase 1 of the WSCA Master Agreement. This Addendum authorizes the purchase of such equipment and Services in accordance with the terms of the WSCA Master Agreement by the Participating State and other eligible entities within the State of Colorado. Capitalized terms used in this Addendum shall have the meaning ascribed to them in Exhibit A to this Addendum and the WSCA Master Contract.

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Exhibit B to this Addendum defines the unit prices or rates for Services and User Equipment ordered pursuant to the terms of this Addendum. Except with respect to orders placed by it under this Addendum, the Colorado Department of Personnel & Administration shall not be liable to Contractor as a signatory to this Addendum for any breach by a State Agency or other Purchasing Entity of any payment or other obligation herein or under an Order for User Equipment or Services through this Addendum; provided, however, that the State of Colorado shall be responsible for the obligations of its own State Agencies, including any payment obligations incurred, in accordance with applicable law.

Exhibit C to this Addendum sets forth the terms and conditions pursuant to which proprietary software and/or User Equipment containing embedded or pre-loaded software shall be licensed to Purchasing Entities under this Addendum.

3. Participation: Use of specific WSCA cooperative contracts by State Agencies, Political Subdivisions, non-profits and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective state's Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the state's Chief Procurement Official.

4. Modifications and Additions to WSCA Master Agreement: The terms and conditions set forth in Exhibit A to this Addendum are incorporated herein and made a part hereof by this reference.

5. Primary Contacts: The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Robert Paulson, Jr., C.P.M., Contracts Specialist
Address: State of Washington, Office of State Procurement
P.O. Box 41017
Olympia, WA 98504-1017
Telephone: 360 902-7436
Fax: 360-586-2426
E-mail: robert.paulson@ga.wa.gov

Contractor

Name: Lane Feingold, Senior Account Manager
Motorola, Inc.
Address: 7237 Church Ranch Blvd., Suite 406
Westminster, CO 80021
Telephone: 720-338-7624
Fax: 303-527-4226
Email: lane.feingold@motorola.com

Participating State

Name: Jim Walker, CCAS
State Purchasing Agent
Address: State Purchasing Office
633 17th Street, Suite 1520, Denver, CO 80202
Telephone: 303-866-2328
Fax: 303-866-6016
E-mail: jim.walker@state.co.us

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All notices required under this Addendum shall be delivered to the Parties' representatives at the addresses specified above.

6. **Subcontractors:** All assignments, subcontracts, or subcontractors approved by Contractor or the Participating State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Contractor's list of authorized resellers and service providers who may serve as subcontractors under this Addendum may be found in the Master Price Agreement 02702 beginning on page 140. Contractor shall provide written notice to the Participating State with respect to any changes to the listings available for the State of Colorado and shall obtain written approval from the Participating State, which approval shall not be unreasonably withheld, prior to adding additional names to the authorized list of resellers and service providers.

Orders shall not be addressed directly to subcontractors. Orders shall be addressed to:

Motorola, Inc.
CO01 – Westminster, CO
7237 Church Ranch Blvd., Suite 406
Westminster, CO 80021
Fax: 303-527-4226
Email: lane.feingold@motorola.com

7. **Master Price Agreement Numbers:** All Orders issued by Purchasing Entities within the jurisdiction of this Addendum shall include the Participating State Addendum number: **72536YYY15M/WSCA** and the WSCA Master Agreement number: **02702**.

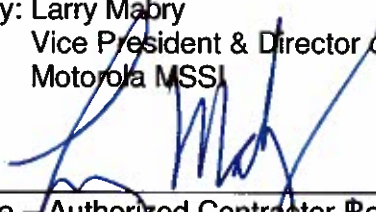

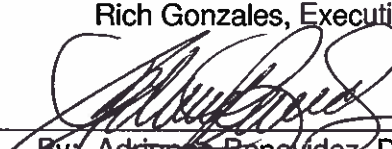
This Addendum and the WSCA Master Agreement, together with their respective exhibits and attachments, set forth the entire agreement between the Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the WSCA Master Agreement, shall not be added to or incorporated into this Addendum or the WSCA Master Agreement or their respective exhibits and attachments, by any subsequent 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 WSCA Master Agreement shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State. The provisions of this Addendum, the WSCA Master Agreement, and their respective exhibits and attachments, shall have the order of precedence set forth in Exhibit A.

[Section Below Has Purposely Been Left Blank]

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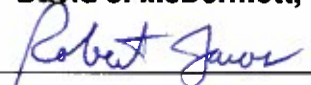
IN WITNESS WHEREOF, the Parties below have executed this Addendum as of the dates set forth below next to their respective names.

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State of Colorado is relying on their representations to that effect and accept personal responsibility for any and all damages the State of Colorado may incur for any errors in such representation.

<p>CONTRACTOR: Motorola, Inc.</p> <p>By: Larry Mabry Vice President & Director of Sales Motorola MSS</p>  <p>_____ Signature – Authorized Contractor Representative</p> <p>Date: <u>12/30/2010</u></p> <p>OFFICE OF INFORMATION TECHNOLOGY: Leah Lewis, Acting CIO</p>  <p>_____ Signature - Authorized OIT Representative</p> <p>Date: <u>12-30-10</u></p>	<p>STATE OF COLORADO Bill Ritter Jr., GOVERNOR Department of Personnel & Administration, Division of Finance and Procurement Rich Gonzales, Executive Director</p>  <p>_____ By: Adrienne Benavidez, Division Director</p> <p>Date: <u>12/30/10</u></p> <p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>_____ Signature – Assistant Attorney General</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Addendum is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER David J. McDermott, CPA</p> <p>By: </p> <p>_____ Signature</p> <p>Date: <u>12-30-10</u></p>
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Revised 4/1/08

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MASTER PRICE AGREEMENT
(hereinafter "WSCA Master Agreement")
Motorola, Inc.
Washington Contract Number: 02702
(hereinafter "Contractor")

And

State of Colorado
(hereinafter "Participating State")

Exhibit A

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1. EFFECTIVE DATE and NOTICE OF NON-LIABILITY

This Addendum shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The Participating State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

2. DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the WSCA Master Agreement. The following terms as used herein shall be construed and interpreted as follows:

- A. Chief Procurement Official.** "Chief Procurement Official" shall mean the Director of the State Purchasing Office, Colorado Department of Personnel and Administration.
- B. Contract.** "Contract" shall mean the integrated agreement consisting of this Addendum, the WSCA Master Agreement, and any Orders issued in connection therewith.

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- C. Environmentally Preferable.** "Environmentally Preferable" shall mean products or services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products or services that serve the same purpose (C.R.S. §24-103-207.5).
- D. Evaluation.** "Evaluation" shall mean the process of examining Contractor's Work and rating it based on criteria established in the Contract.
- E. Executive Director.** "Executive Director" shall mean the Executive Director of the Colorado Department of Personnel and Administration.
- F. Institution of Higher Education.** "Institution of Higher Education" shall mean a university or college located in the State of Colorado, which is supported by the State.
- G. Order.** "Order" shall mean any purchase order, contract, or other authorized agreement used to order User Equipment or Services under this Addendum. An Order amended consistent with the requirements of any Purchasing Entity and accepted by Contractor shall be governed by the terms and conditions of the original Order, except as amended.
- H. Political Subdivision.** "Political Subdivision" shall mean any Colorado governmental entity such as cities, towns, counties, libraries, etc. Political Subdivisions of the State of Colorado may either (i) execute a separate addendum with Contractor, but to the extent any terms of such addendum incorporate additional terms, Contractor shall not be obligated to execute or accept such addendum or (ii) issue an Order in accordance with the terms of this Addendum.
- I. Purchasing Entity.** "Purchasing Entity," as defined in the WSCA Master Agreement, shall mean both the Ordering Entity and the Customer, and any State agency, political subdivision, or non-profit entity that places an order under this Addendum.
- J. Review.** "Review" shall mean examining Contractor's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in the Contract.
- K. Services.** "Services" shall mean the services (other than products, supplies, and equipment) priced in the WSCA Master Agreement which can be ordered by State Agencies and Political Subdivisions.
- L. State Agency.** "State Agency" shall mean any department, agency, or Institution of Higher Education of the State of Colorado, not including Political Subdivisions.
- M. State Purchasing Agent.** "State Purchasing Agent" shall mean the Participating State's purchasing agent identified in Section 5 of this Addendum, or such other purchasing agent as the Participating State's Chief Procurement Office may designate, from time to time, by written notice to Contractor and the Lead State.
- N. State Purchasing Office.** "State Purchasing Office" shall mean the Colorado State Purchasing Office.
- O. User Equipment.** "User Equipment" shall refer to any hardware, software, equipment or other products available for purchase under this Addendum. User Equipment has the same meaning as "commodities", "products", or "supplies".

3. TERM and ORDER

The requirements provided herein are in addition to those in the WSCA Master Agreement.

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A. Initial Term-Work Commencement

The Parties' respective performances under this Addendum shall commence on the later of either the Effective Date. This Addendum shall terminate on the earlier to occur of October 29, 2011, or the termination of the WSCA Master Agreement, unless terminated sooner, with the option to extend for two (2) additional one (1) year terms concurrently with the extension of the term of the WSCA Master Agreement. Continuation of this Addendum beyond the initial term is a State prerogative and not a right of the Contractor. This prerogative may be exercised only when such continuation is clearly in the best interest of the State. Should the State exercise its prerogative, the Contractor will be contacted to confirm mutual interest and to verify pricing for the renewal period.

B. Orders

Orders may be placed consistent with the terms of this Addendum during the period specified above.

Contractor shall insure that Orders for Services or User Equipment pursuant to this Addendum, at a minimum, specify:

- i. The User Equipment or Services being delivered;
- ii. The place and time of delivery;
- iii. A billing address;
- iv. The name, phone number, and address of the Purchasing Entity's representative;
- v. The price, or in the case of Services ordered on an hourly basis, the cost per hour and the ceiling amount of the Order for Services being ordered;
- vi. The WSCA Master Agreement Number: **02702**; and
- vii. The State of Colorado Statewide Price Agreement Number: **72500YYY15M**.

Orders must be placed pursuant to the WSCA Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Addendum. Contractor is reminded that financial obligations of State Agencies payable after the current applicable fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

Notwithstanding the expiration or termination of this Addendum, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Addendum, or otherwise inconsistent with its terms. Orders from any indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Addendum may not be placed after the expiration or termination of this Addendum, notwithstanding the term of any such indefinite delivery order agreement.

4. MODIFICATIONS TO WSCA MASTER AGREEMENT

For the purposes of this Addendum, the WSCA Master Agreement is modified as follows:

- A. Definitions.** The definitions of "Order" and "Services" set forth in Section II.1 (DEFINITIONS) of the WSCA Master Agreement are deleted in their entirety and the definitions set forth in Section 2 are substituted in lieu thereof.
- B. Payment.** Section II.25 (PAYMENT) of the WSCA Master Agreement is deleted in its entirety and Section 5 of this Exhibit A is substituted in lieu thereof.

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C. Taxes. Section II.6 (TAXES) of the WSCA Master Agreement is deleted in its entirety and Section 6 of this Exhibit A is substituted in lieu thereof.

D. Termination. The second sentence of Section II.10 (TERMINATION) of the WSCA Master Agreement is deleted in its entirety and the following is inserted in lieu thereof:

"Further, the State of Colorado may terminate its participation in accordance with the terms of its Participating Addendum."

E. Remedies. The first sentence of Subsection A. of Section II.11 (DEFAULT AND REMEDIES) of the WSCA Master Agreement is deleted in its entirety and the following is inserted in lieu thereof:

"A.. The provisions of the State of Colorado Participating Addendum shall govern all defaults and remedies under such Participating Addendum and all orders issued by Purchasing Entities thereunder. Any of the following shall constitute cause to declare the contract in default:"

Section 7 of this Exhibit A is added in addition to the remaining portion of Section II.11.

F. Insurance. Section III.7 (INSURANCE) of the WSCA Master Agreement is deleted in its entirety and Section 11 of this Exhibit A is substituted in lieu thereof.

G. Confidential Information. The second paragraph of Section III.42 (PROTECTION OF CONFIDENTIAL INFORMATION) is deleted in its entirety and Section 12 of this Exhibit A is substituted in lieu thereof.

H. Uniform Commercial Code. References in the WSCA Master Agreement to the "Uniform Commercial Code" shall be deemed to be references to the Uniform Commercial Code as adopted by the State of Colorado, Title 4 of the Colorado Revised Statutes, unless the context specifically indicates another state's laws.

I. Provisions Applicable to Lead State. Terms and conditions and statutory references which are intended to be applicable only to the Lead State and its Purchasing Entities are excluded from this Addendum.

5. PAYMENT:

All Purchasing Entities issuing valid Orders will be bound by the terms and conditions of the Contract, including, without limitation, the obligation to pay Contractor for Services and User Equipment.

A. Discounts. Any applicable cash discount period or delinquency period will start from the date of receipt of an acceptable invoice, or from the date of receipt of acceptable User Equipment or Services at the specified destination by an authorized representative of the Purchasing Entity, whichever is later.

B. Payments. Payments shall be submitted to Contractor at the address shown on the invoice, as long as Contractor has exercised due diligence in notifying the Participating State and the Purchasing Entity of any changes to that address. The Purchasing Entity shall fully pay each invoice within 30 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the Purchasing Entity. Uncontested amounts not paid by the Purchasing Entity within 45 days may bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the Purchasing Entity separately for accrued

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interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

- C. Remittance.** Payments from State Agencies will be remitted by mail or via the Participating State's "Purchasing Card." Payments from other Purchasing Entities will be remitted by mail or as otherwise agreed by Contractor and such Purchasing Entity.

6. TAXES

It is hereby recognized and acknowledged by Contractor that the Participating State and each State Agency is tax-exempt and is not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The Participating State's tax exemption number is 98-02565. The Participating State is also not liable for any taxes of Contractor for franchise or related to the income of the Contractor. No taxes of any kind shall be charged to the Participating State. Contractor is hereby notified that when materials are purchased for the benefit of the Participating State or a State Agency, some Political Subdivisions require Contractor to pay sales or use taxes even though the ultimate product or service is provided to the Participating State or a State Agency. These sales or use taxes will not be reimbursed by the Participating State or State Agency, nor will any prices or rates in the WSCA Master Agreement or this Addendum be adjusted on account of such taxes. Contractor will accord the same tax free treatment to Political Subdivisions to the extent that they establish like exemption from taxes.

7. REMEDIES:

In addition to other remedies provided for in the WSCA Master Contract, this Addendum or any Order, and without limiting its remedies otherwise available at law, the Purchasing Entity may exercise the following remedial actions if Contractor substantially fails to satisfy or perform the duties and obligations in the Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect, improper performance, activities, or inaction by contractor. These remedial actions are as follows:

- A. Suspend Performance.** Suspend Contractor's performance pending necessary corrective action as specified in writing by the Purchasing Entity without Contractor's entitlement to adjustment in price/cost or schedule; and/or
- B. Withhold Payment.** Withhold payment to Contractor until the necessary Services or corrections in performance are satisfactorily completed or the Order has been terminated; and/or
- C. Removal of Contractor Employee/Agent.** Request the removal from work on the Order of employees or agents of Contractor whom the Purchasing Entity justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract is contrary to the public interest; and/or
- D. Deny Payment.** Deny payment for those Services or obligations which have not been performed and which due to circumstances caused by Contractor cannot be performed or if performed would be of no value to the Purchasing Entity. Denial of the amount of payment for such non-performed Services or obligations must be reasonably related to the amount of work or performances lost to the Purchasing Entity and must be described in writing.
- E. Termination.** Terminate the Order for default.

The above remedies are cumulative and the Purchasing Entity, in its sole discretion, may exercise any or all of them individually or simultaneously.

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Except as otherwise provided for by law or this Addendum, the rights and remedies of the Purchasing Entities shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages.

8. TERMINATION

A. Termination for the Public Interest.

- i. Participating Addendum. This Participating Addendum may be terminated by either the Participating State or Contractor upon sixty (60) days prior written notice. Such notice shall be effective upon receipt of written notice. Upon notice of termination, no Orders may be accepted by Contractor with performance periods extending beyond the effective date of termination. However, subject to the right of the Purchasing Entity to terminate, or as otherwise agreed between the Purchasing Entity and Contractor, Contractor will perform obligations consistent with the Contract for Orders in effect on the effective date of the termination.
- ii. Orders. Unless otherwise agreed, the Procurement Officer, when the interests of the Purchasing Entity so require, may terminate any Order, in whole or in part, for the public interest of the Purchasing Entity, provided only that such termination will not relieve such Purchasing Entity from its obligations with respect to any User Equipment or Services already delivered to or used by such Purchasing Entity. The procurement officer shall give at least thirty (30) days prior written notice of the termination to Contractor specifying the part of the Order terminated and when termination becomes effective. Termination for the public interest of all or any portion of an Order shall not constitute a breach of this Contract by the Purchasing Entity.
- iii. Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination. Contractor will stop work to the extent specified. Contractor must still complete and deliver to the Purchasing Entity the work not terminated (if any) by the notice of termination.
- iv. Compensation. Contractor shall be entitled to compensation as follows:
 - (a) Contractor shall submit a termination claim specifying the amounts due because of the termination for the public interest together with cost or pricing data bearing on such claim. If Contractor fails to file a termination claim within 90 days from the effective date of termination, the procurement officer may pay Contractor, if at all, an amount set in accordance with subparagraph iv.(c) in this section.
 - (b) The Procurement Officer and Contractor may agree to a settlement provided Contractor has filed a termination claim supported by cost or pricing data and that the settlement does not exceed the total contract price plus settlement costs, reduced by payments previously made by the Purchasing Entity, and the contract price of the work not terminated (provided that payment for such non-terminated work remains separately payable).
 - (c) Absent complete agreement under clause (b) of this subparagraph, the Procurement Officer shall pay Contractor the following amounts, provided payments agreed to under clause (b) shall not duplicate payments under this clause (c):
 - (I) contract prices or rates for User Equipment delivered and accepted or Services performed and accepted under the Order, and to the extent that Contractor has specified cancellation or termination charges, those charges, but to the extent that it has not, the costs in clauses (c)(II) and (III);

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(II) costs incurred in performing services at the agreed unit price where work has been priced as a not-to-exceed lump sum price for a completion deliverable;

(III) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of the termination claims and supporting data with respect to the terminated portion of the Order, together with reasonable storage, transportation, and other costs incurred in connection with User Equipment shipped and not accepted by the Purchasing Entity. The total sum to be paid Contractor under (I), (II), and (III) of this clause (c) shall not exceed the total Order price reduced by the amount of payments otherwise made, and the Order price of work not terminated (provided that payment for such non-terminated work remains separately payable).

(d) Costs claimed or agreed to under this section shall be in accordance with applicable sections of the Colorado State Procurement Code.

B. Termination for Default. The State Purchasing Office may terminate this Participating Addendum or a Purchasing Entity through its designated Procurement Officer (or other authorized representative) may terminate an Order for default, and such termination shall be governed by this provision.

- i. Default. If Contractor refuses or fails to timely perform any of its obligations under the provisions of this Order, with such diligence as will ensure its completion within the time specified in the Order, the procurement officer may notify Contractor in writing of the non-performance, and if not corrected within thirty (30) days of issuance of such notice, such officer may terminate Contractor's right to proceed with the Order or such part of the Order as to which there has been such delay or a failure to properly perform. Contractor shall continue performance of the Order to the extent it is not terminated.
- ii. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the purchasing agency has an interest (if any).
- iii. Compensation. Payment for completed User Equipment delivered and accepted by the Purchasing Entity and for acceptable Services performed and accepted by the Purchasing Entity shall be at the Contract price. The Purchasing Entity may withhold amounts due to Contractor as the procurement officer deems to be necessary to protect the Purchasing Entity against loss because of outstanding liens or claims of former lien holders and to reimburse the Purchasing Entity for the excess costs incurred in procuring similar goods and services.
- iv. Erroneous Termination for Default. If after notice of termination of Contractor's right to proceed under the provisions of this paragraph, it is determined for any reason that Contractor was not in default under the provisions of this paragraph, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for the public interest section.

9. VOLUME REPORTING

Contractor shall furnish sales reports 15 days after the end of each calendar quarter. The quarter periods are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31 of any given year. Contractor must provide a report detailing the total sales to Purchasing Entities within the Participating State. Specifically, the reports must include:

- (1) The total dollars spent by State Agencies in conjunction with the WSCA Master Agreement;

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- (2) The total estimated dollars saved by State Agencies on the WSCA Master Agreement for that period;
- (3) The total dollars spent by Institutions of Higher Education in conjunction with the WSCA Master Agreement;
- (4) The total estimated dollars saved by Institutions of Higher Education on the WSCA Master Agreement for that period;
- (5) The total dollars spent by Political Subdivisions and non-profit entities in conjunction with the WSCA Master Agreement;
- (6) The total estimated dollars saved by Political Subdivisions and non-profit entities on the WSCA Master Agreement;
- (7) The dollar value of purchases paid for with the Participating State's procurement card as opposed to traditional methods of payment; and
- (8) The total dollars spent by each of these aforementioned entities on Environmentally Preferable products, including applicable discount savings.

A convenient form for submitting this information to the State Purchasing Office will be provided to Contractor. Any modifications made to the volume report requirements will be a collaborative effort between the Participating State and the Contractor. The needs of the Participating State, however, shall be the primary factor considered in determining reporting requirements.

Contractor also shall be required to provide a comprehensive sales history at the end of each calendar year of this Addendum or within 15 days of request from the State Purchasing Office. The comprehensive reports must show the number of products sold, description, unit price and extended dollar amount. Failure to provide these reports can be considered cause for cancellation of Contractor's agreement and could jeopardize Contractor's ability to be awarded a future price agreement. If requested, Contractor also shall provide detailed reports to any State Agency, Political Subdivision, or non-profit entity eligible to be a Purchasing Entity under this Addendum.

10. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Addendum, even the appearance of a conflict of interest is harmful to the Participating State's interests. Absent the Participating State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the Participating State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the Participating State a disclosure statement setting forth the relevant details for the Participating State's consideration. Failure to promptly submit a disclosure statement or to follow the Participating State's direction in regard to the apparent conflict constitutes a breach of this Addendum.

11. INSURANCE

Contractor and its subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Addendum. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies with an A.M. Best rating of A-VII or better.

- A. Coverage.** Contractor shall maintain and shall cause each of its subcontractors to maintain insurance substantially similar to the following:

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- i. Worker's Compensation. Worker's Compensation Insurance as required by Participating State statutes, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment.
- ii. General Liability. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate including products and completed operations; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, Contractor or subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

- iii. Automobile Liability. Business Automobile Liability Insurance covering any auto (including owned and hired autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. Additional Insured. The Participating State shall be included as additional insured on all Commercial General Liability policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any subcontractors hereunder but only to the extent of liabilities falling within Contractor's indemnity obligations pursuant to this Addendum.
- v. Primacy of Coverage. Coverage required of Contractor and subcontractors shall be primary over any insurance or self-insurance program carried by the Participating State, to the extent of Contractor's indemnity obligations.
- vi. Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal unless the carriers endeavor to provide least 30 days prior notice to the Participating State or to Contractor, in the case of subcontractors.
- vii. Subrogation Waiver. All insurance policies in any way related to this Contract and secured and maintained by Contractor or its subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the Participating State, its agencies, institutions, organizations, officers, agents, employees, and volunteers unless damages or injuries are caused by the negligence, omission or misconduct of the Participating State, its State Agencies, institutions, organizations, officers, agents, employees or volunteers.

B. Certificates. Contractor shall provide and shall cause all subcontractors to provide certificates showing insurance coverage required hereunder to the Participating State within seven (7) business days of the Effective Date of this Addendum. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver to the Participating State and each subcontractor shall deliver to Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the Participating State at any other time during the term of this Addendum or any subcontract, Contractor shall supply and shall require each subcontractor to supply, within 10 days of such request, to the Participating State a certificate of insurance evidencing the provisions of this §11.

12. STATE CONFIDENTIAL INFORMATION

Contractor shall comply with the provisions of this §12 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and other records or information concerning individuals. To facilitate Contractor's efforts to protect Confidential Information, it shall be marked as "confidential" by the State or

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designated as "confidential" by the State at the time of disclosure. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

- A. Confidentiality.** Contractor shall keep all State Confidential Information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State Confidential Information in the possession of Contractor shall be immediately forwarded to the State Purchasing Agent.
- B. Notification.** Contractor shall notify its agent, employees, subcontractors and assigns who may come into contact with State Confidential Information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.
- C. Use, Security, and Retention.** Confidential Information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Addendum or approved in writing by the Participating State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Addendum or approved in writing by the Participating State.
- D. Disclosure-Liability.** Disclosure of State Confidential Information by Contractor for any reason may be cause for legal action by third parties against Contractor, the Participating State, a Purchasing Entity or their respective agents. Contractor shall indemnify, save, and hold harmless the Participating State, the Purchasing Entities and their respective employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §12.

13. LICENSES, PERMITS, ETC.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the Participating State. Additionally, all employees, agents, and subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of the Contract is a material breach by Contractor and constitutes grounds for termination of this Addendum.

14. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum aggregate amount payable to Contractor under this Addendum is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §14 applies.

Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on Colorado

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State contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Addendum, Colorado State law, including CRS §24-103.5-101, and Colorado State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Addendum shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and rating shall be rendered within 30 days of the end of the Addendum term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director, upon request by the State Purchasing Office, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

15. GENERAL PROVISIONS

A. Jurisdiction and Venue. All suits or actions related to this Addendum shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

B. Modification

- i. By the Parties. Except as specifically provided in this Addendum, modifications of this Addendum shall not be effective unless agreed to in writing by both Parties in an amendment to this Addendum, properly executed and approved in accordance with applicable Colorado State law and Fiscal Rules. Modifications permitted under this Addendum, other than contract amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.
- ii. By Operation of Law. This Addendum is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Addendum on the effective date of such change, as if fully set forth herein.

C. Order of Precedence. The provisions of this Addendum shall govern the relationship of the Participating State and Contractor. In the event of conflicts or inconsistencies between this Addendum, the WSCA Master Agreement and their respective exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Section 17 of Exhibit A (American Recovery and Reinvestment Act OF 2009 ("ARRA"));
- ii. Section 18 of Exhibit A (Colorado Special Provisions);

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- iii. The remaining portions of Exhibit A;
- iv. The remaining portions of this Addendum;
- v. Exhibit B to this Addendum;
- vi. WSCA Master Agreement;
- vii. Exhibit C to this Addendum.

- D. Taxes.** The Participating State and State Agencies are exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all Colorado State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the Participating State or State Agencies; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the Participating State or a State Agency. Contractor shall be solely liable for paying such taxes as the Participating State is prohibited from paying or reimbursing Contractor for such taxes.
- E. Litigation Reporting.** Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Addendum or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State Purchasing Agent of such action and deliver copies of such pleadings to the State Purchasing Agent. If a State Purchasing Agent is not then serving, such notice and copies shall be delivered to the Chief State Procurement Official.
- F. Assignment and Subcontracts.** Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the Participating State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.
- G. Severability.** Provided this Addendum can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Addendum in accordance with its intent.
- H. Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, provisions of this Addendum requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the Participating State if Contractor fails to perform or comply as required.
- I. Waiver.** Waiver of any breach under a term, provision, or requirement of this Addendum, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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16. STATE OF COLORADO ADMINISTRATIVE FEE. Pursuant to CRS §24-102.202.5(2.5), the Executive Director is authorized to collect a fee for the administration of this Addendum (the "Administration Fee"). The Administration Fee will be based on, and applicable to, all purchases made under the authority of this Addendum in the State of Colorado. Purchases are defined as total invoice price less any applicable taxes.

Contractor shall pay this Administrative Fee to the Participating State in addition to any administration fees already imposed by the WSCA Master Agreement. The Administrative Fee will not be added as a separate line item to the Purchasing Entity's invoice. When calculating the amount of the Administrative Fee to remit to the Participating State, Contractor will multiply the total amount of purchases by a factor of 0.0099009. This will result in an amount equal to the one percent (1%) increase over the WSCA Master Agreement.

To assist with the Participating State's costs of administering this Addendum, Contractor shall return to the Participating State a fee of 1.00 % of the total sales from all Purchasing Entities within the Participating State during that quarter. Once quarterly volume reports have been calculated and submitted to the State in accordance with §9, supra, Contractor shall cause a voucher request to be routed to its Accounts Payable department for the full amount due. The Administration Fee is due to the Participating State not later than 30 days after submission of the quarterly volume reports. Checks shall be made payable to the Colorado State Treasurer via check remitted to the State Purchasing Agent.

The WSCA Master Agreement and this Addendum shall constitute a "mandatory" State of Colorado Statewide Price Agreement. By designating the State of Colorado Statewide Price Agreement as "mandatory," State Agencies by regulation must satisfy requirements through this Addendum. Exceptions may be granted by the Chief State Purchasing Official on application by the State Agency involved. This "mandatory" price agreement is not an exclusive price agreement to a specific vendor and the Participating State reserves the right to create multiple "mandatory" price agreements. While Political Subdivisions may order from State of Colorado Statewide Price Agreements, their use is discretionary with the Political Subdivision whether this Addendum and the WSCA Master Agreement are designated as "mandatory" or "permissive".

17. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ("ARRA"). If or when a Purchasing Entity places an Order using ARRA funds, the Purchasing Entity shall immediately notify the Participating State and Contractor and such Order shall include the "State of Colorado Supplemental Provisions for Contracts, Grants, and Purchase Orders Using Funds Provided Under the American Recovery and Reinvestment Act of 2009," as such provisions may be modified from time to time. The provisions are available on the website of the Colorado State Controller at: http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm. The Participating State and the Purchasing Entity agree to comply with all federal and state reporting requirements for the use of ARRA funds. Contractor shall provide the required report to the Purchasing Entity with the invoice presented to the Purchasing Entity for payment. The Parties acknowledge that Contractor, for purchases under this Addendum, is not a subcontractor or subgrantee, but a provider of goods and related services.

18. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Colorado State contracts except where noted in italics. For purposes of this Addendum, references to: (a) "this Contract" shall be deemed to be references to "this Addendum"; and (b) the "State" shall be deemed to be references to the "Participating State".

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1). This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

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- C. GOVERNMENTAL IMMUNITY.** No term or condition of the Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- D. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
- E. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.
- G. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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- J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to Intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.
- L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09



Exhibit B. State of Colorado WSCA Pricing

State of Colorado WSCA Pricing is included in the section that follows.

Motorola WSCA Mobile Portable Radio Pricing for Colorado

WSCA Contract Pricing
(including the 1% State of
Colorado administration fee)

RADIO TYPE

MOBILE RADIOS

APX 7500 Mobile Radio

APX7500 - Single Band

M30URS9PW1 N	APX 7500 MOBILE 10-35 WATT, 764-870MHZ	\$1,840.32
G442	O5 Control	\$349.92
G444	O5 Control Head Software	\$0.00
G67	ADD: REMOTE MOUNT	\$240.57
W22	Palm Microphone	\$58.32
G335	ANT 1/4 WAVE 762-870 MHZ	\$11.34
B18	ADD: AUXILIARY SPKR SPECTRA 7.5 WATT	\$48.60
G806	Digital CAI	\$417.15
G51	SmartZone Operation	\$1,215.00
G361	P25/Omnitalk	\$243.00
	Total	\$4,424.22

APX7500 - Dual Band

CHOOSE ONE	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER	\$1,840.32
	M30TXS9PW1 N	APX7500 DUAL BAND HIGH POWER	\$0.00
	GA00579	ADD: ENABLE DUAL BAND OPERATION	\$486.00
CHOOSE ONE	GA00244	ADD: 7/800MHZ PRIMARY BAND	\$0.00
Primary Band	GA00306	ADD: VHF MP PRIMARY BAND	\$0.00
	GA00307	ADD: VHF HP PRIMARY BAND	\$0.00
CHOOSE ONE	GA00225	ADD: 7/800MHZ SECONDARY BAND	\$0.00
Secondary	GA00308	ADD: VHF MP SECONDARY BAND	\$324.00
Band	GA00309	ADD: VHF HP SECONDARY BAND	\$0.00
	G442	O5 Control	\$349.92
	G444	O5 Control Head Software	\$0.00
	G67	ADD: REMOTE MOUNT	\$240.57
	W22	Palm Microphone	\$58.32
	G335	ANT 1/4 WAVE 762-870 MHZ	\$11.34
	B18	ADD: AUXILIARY SPKR SPECTRA 7.5 WATT	\$48.60
	G806	Digital CAI	\$417.15
	G51	SmartZone Operation	\$1,215.00
	G361	P25/Omnitalk	\$243.00
		Total	\$5,234.22

APX 7500 Basic Options

GA00580	ADD: TDMA OPERATION	\$324.00
G996	ADD: Programming Over P25 (also requires thr W947 option)	\$81.00
W947	ADD: Radio Packet Data	\$162.00
GA00229	ADD: Enable Internal GPS Operation	\$81.00
GA00226	ADD: GPS ANTENNA	\$60.75
GA00227	ADD: REMOVABLE MEMORY 1 GB	\$60.75

XTL 5000 Model O3 700/800Mhz

M20URS9PW1 N	Astro Digital Dash Mount Mobile	\$1,242.51
G72	O3 Control	\$785.18
G444	O3 Control Head Software	\$0.00
G66	Dash Mount Mounting	\$103.75
W22	Palm Microphone	\$59.76
G335	Antenna 1/4 Wave 764-870MHz	\$11.62
B18	5 Watt Speaker	\$49.80
G806	Digital CAI	\$427.45
G51	SmartZone Operation	\$1,245.00
G361	P25/Omnitalk	\$249.00
G114	Digital ID	\$62.25
	Total	\$4,236.32

XTL 5000 Model O5 700/800Mhz

M20URS9PW1 N	Astro Digital Dash Mount Mobile	\$1,242.51
G442	O5 Control	\$358.56
G444	O5 Control Head Software	\$0.00
G66	Dash Mount Mounting	\$103.75
W22	Palm Microphone	\$59.76
G335	Antenna 1/4 Wave 764-870MHz	\$11.62
B18	5 Watt Speaker	\$49.80
G806	Digital CAI	\$427.45
G51	SmartZone Operation	\$1,245.00
G361	P25/Omnitalk	\$249.00
G114	Digital ID	\$62.25
	Total	\$3,809.70

NOTE: The pricing shown in this document is the WSCA pricing for a quantity of one (1). Please contact your Motorola Representative for pricing on larger quantity purchases.

Motorola WSCA Mobile Portable Radio Pricing for Colorado

XTL5000 Basic Options

G67	Remote Mount (if using this option, remove the G66 option)	\$236.12
W432	13 Watt Speaker	\$56.84
Data		
W947	Packet Data Capability	\$159.00
G303	Data Interface Cable - Dash - RS232	\$39.75
G304	Data Interface Cable - Trunk - RS232	\$39.75
G308	Data Interface Cable - Dash - USB	\$39.75
G309	Data Interface Cable - Trunk - USB	\$39.75
POP25 (Over the air programming)		
G996	POP25 Capability	\$79.50
<i>NOTE: POP25 also requires that radio have the Packet Data Capability (W947) option</i>		
Software Encryption		
G193	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$7.95
Service Options		
G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$121.00
G400	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE	\$64.00

XTL5000 Control Station Options

W665	ADD: CONTROL STATION OPERATION	\$55.65
G91	ADD: CONTROL STATION POWER SUPPLY	\$213.86
W382	ALT: CONTROL STATION DESK MICROPHONE	\$134.36
G142	DEL: OMIT SPEAKER	

XTL 5000 Console 700/800Mhz

L20URS9PW1 N	XTL5000 CONSOLE, W7, 10-50 WATT. CONTROL STATION	\$2,528.10
G806	ASTRO DIGITAL CAI OPERATION	\$409.43
G51	SMARTZONE OPERATION	\$1,192.50
G114	DIGITAL ID DISPLAY	\$59.63
G361	ASTRO PROJECT 25 TRUNKING SOFT	\$238.50
G80	W7 HW SETUP CONSOLE	\$468.26
L146	TONE REMOTE CONTROL XTL5000	\$377.63
Total		\$5,274.03

Accessories

L114	CLOCK, VU METER	\$79.50
TRN7466	MOUNTING BRACKET EIA 19 INCH	\$79.50
L32	DEL: POWER SUPPLY FOR 12V DC OPERATION	-\$119.25
L73	Delete - Microphone Spectra Desktop	-\$39.75

XTL 2500 Mobile 700/800Mhz

M21URM9PW1_N	Astro Digital Radio 700/800 MHz	\$1,242.51
G806	Asro Digital CAI Operation	\$427.45
G51	Astro Smartzone Operation	\$809.25
G361	Astro Project 25 Trunking/Omnalink	\$249.00
G114	Digital ID Display	\$62.25
G335	Antenna 1/4 Wave 764-870MHz	\$11.62
G444	Control Head Software	\$0.00
G442	XTL 2500 Control Head	\$242.36
W22	Palm Microphone	\$59.76
G66	Dash Mount Hardware	\$103.75
B18	5 Watt Speaker	\$49.80
Total		\$3,257.75

NOTE: The pricing shown in this document is the WSCA pricing for a quantity of one (1). Please contact your Motorola Representative for pricing on larger quantity purchases.

Motorola WSCA Mobile Portable Radio Pricing for Colorado

XTL2500 Basic Options

G67	Trunk Mount	\$246.51
Data		
W947	Packet Data Capability	\$166.00
G303	Data Interface Cable - Dash - RS232	\$41.50
G304	Data Interface Cable - Trunk - RS232	\$41.50
G308	Data Interface Cable - Dash - USB	\$41.50
G309	Data Interface Cable - Trunk - USB	\$41.50
POP25 (Over the air programming)		
G996	POP25 Capability	\$83.00
<i>NOTE: POP25 also requires that radio have the Packet Data Capability (W947) option</i>		
Software Encryption		
G193	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$8.30
Service Options		
G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$121.00
G400	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE	\$64.00
W665	ADD: CONTROL STATION OPERATION	\$58.10
G91	ADD: CONTROL STATION POWER SUPPLY	\$223.27
W382	ALT: CONTROL STATION MICROPHONE	\$140.27
G142	DEL: OMIT SPEAKER	

XTL 1500 Mobile 700/800Mhz

M28URS9PW1_N	Astro Digital Mobile	\$1,328.00
G788	9600 Astro Digital Operation	\$522.90
G335	Antenna 1/4 Wave 764-870MHz	\$11.62
B18	5 Watt Speaker	\$49.80
	Total	\$1,912.32

XTL1500 Basic Options

G964	ENH: 9600 ASTRO DIGITAL ENHANCED	\$688.90
Enhancements to a <u>DIGITAL</u> system will include: 512 channels, ADP (G193), Data Capability (W947), 16 trunked systems, 16 trunked personalities, 20 call lists, 25 call list members, and 20 scan lists		

*****Please call your Motorola Account Manager for Motorola WSCA infrastructure pricing, and pricing on any other radio configuration or accessories not on this pricing sheet.***

Motorola WSCA Mobile Portable Radio Pricing for Colorado

PORTABLE RADIOS

APX 7000 Portable Radio

H97TGD9PW1 N	APX7000 Digital Potable Radio	\$2,131.92
QA00569	ADD: 700/800MHz Primary Band	\$0.00
Q806	ADD: Software Astro Digital CAI operation	\$417.15
Q361	ADD: P25 9600 Baud Trunking	\$243.00
H38	ADD: Smartzone Operation	\$1,215.00
		Total
		\$4,007.07

APX 7000 Basic Options

QA00577	ADD: Large color display and full keyboard	\$430.00
QA00579	ADD: Enable dual band operation	\$860.00
QA00787	ADD: Dual Band 7/800 VHF, GPS, Antenna	\$55.90
G996	ADD: Programming Over P25	\$86.00
Q947	ADD: Radio Packet Data	\$172.00
QA00782	ADD: Enable Internal GPS Operation	\$86.00
H869	ENH: Multikey	\$283.80

XTS5000 1-3 Watt Portable 700/800Mhz

MODEL 1

H18UCC9PW5 N	Astro Digital Portable 1-3 watt	\$1,298.24
	No keypad/No display	
Q806	Digital CAI	\$409.43
Q361	P25/Omnitlink	\$238.50
H38	SmartZone System	\$1,192.50
		Total
		\$3,138.66

MODEL 2

H18UCF9PW6 N	Astro Digital Portable 1-3 watt	\$1,715.61
	3x2 keypad/display	
Q806	Digital CAI	\$409.43
Q361	P25/Omnitlink	\$238.50
H38	SmartZone System	\$1,192.50
H14	Digital ID display	\$59.63
		Total
		\$3,615.66

MODEL 3

H18UCH9PW7 N	Astro Digital Portable 1-3 watt	\$1,973.19
	3x2 keypad/display	
Q806	Digital CAI	\$409.43
Q361	P25/Omnitlink	\$238.50
H38	SmartZone System	\$1,192.50
H14	Digital ID display	\$59.63
		Total
		\$3,873.24

XTS5000 Basic Options

Data		
Q947	Packet Data Capability	\$159.00
POP25 (Over the air programming)		
G996	POP25 Capability	\$79.50
<i>NOTE: POP25 also requires that radio have the Packet Data Capability (Q947) option</i>		
Software Encryption		
Q667	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$7.95
Service Options		
H885BK	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$66.78
Q57	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE	\$34.98

NOTE: The pricing shown in this document is the WSCA pricing for a quantity of one (1). Please contact your Motorola Representative for pricing on larger quantity purchases.

Motorola WSCA Mobile Portable Radio Pricing for Colorado

XTS2500 1-3 Watt Portable 700/800Mhz

MODEL 1		
H46UCC9PW5 N	Astro Digital Portable 48 channel No Display	\$633.25
Q574	ENH: SOFTWARE TRUNKING 9600 BAUD	\$1,247.88
	Software Package Includes: 9600 Baud, Wide Area SmartZone, OmniLink, ASTRO Digital CAI, & PTT-ID Display	
	Total	\$1,881.13
MODEL 1.5		
H46UCD9PW5 N	Astro Digital Portable 96 channel w/Display	\$707.75
Q574	ENH: SOFTWARE TRUNKING 9600 BAUD	\$1,247.88
	Software Package Includes: 9600 Baud, Wide Area SmartZone, OmniLink, ASTRO Digital CAI, & PTT-ID Display	
	Total	\$1,955.63
MODEL 2		
H46UCF9PW6 N	Astro Digital Portable 870 channels	\$1,139.25
Q574	ENH: SOFTWARE TRUNKING 9600 BAUD	\$1,247.88
	Software Package Includes: 9600 Baud, Wide Area SmartZone, OmniLink, ASTRO Digital CAI, & PTT-ID Display	
	Total	\$2,387.13
MODEL 3		
H46UCH9PW7 N	Astro Digital Portable 870 channels	\$1,452.75
Q574	ENH: SOFTWARE TRUNKING 9600 BAUD	\$1,247.88
	Software Package Includes: 9600 Baud, Wide Area SmartZone, OmniLink, ASTRO Digital CAI, & PTT-ID Display	
	Total	\$2,700.63

XTS2500 Basic Options

Data		
Q947	Packet Data Capability	\$149.00
POP25 (Over the air programming)		
G996	POP25 Capability	\$74.50
<i>NOTE: POP25 also requires that radio have the Packet Data Capability (Q947) option</i>		
Software Encryption		
Q667	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$7.45
Service Options		
G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$84.00
G400	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE	\$44.00

XTS1500 1-3 Watt Portable 700/800Mhz

MODEL 1		
H66UCC9PW5 N	Astro Digital Portable 48 channels	\$539.50
Q574BJ	ENH: TRUNKING 9600 BAUD	\$771.90
	Software Package INCLUDES: 9600 Baud, Wide Area SmartZone, OmniLink, and ASTRO Digital CAI & PTT-ID Display	
	Total	\$1,311.40
MODEL 1.5		
H66UCD9PW5 N	Astro Digital Portable 96 channels	\$622.50
Q574BJ	ENH: TRUNKING 9600 BAUD	\$771.90
	Software Package INCLUDES: 9600 Baud, Wide Area SmartZone, OmniLink, and ASTRO Digital CAI & PTT-ID Display	
	Total	\$1,394.40

XTS1500 Basic Options

Data		
Q947	Packet Data Capability	\$166.00
POP25 (Over the air programming)		
G996	POP25 Capability	\$83.00
<i>NOTE: POP25 also requires that radio have the Packet Data Capability (Q947) option</i>		
Software Encryption		
Q667	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$8.30
Service Options		
G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$84.00
G400	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE	\$44.00

****Please call your Motorola Account Manager for Motorola WSCA infrastructure pricing, and pricing on any other radio configuration or accessories not on this pricing sheet.**

NOTE: The pricing shown in this document is the WSCA pricing for a quantity of one (1). Please contact your Motorola Representative for pricing on larger quantity purchases.

Exhibit C
To
Colorado Participating Addendum – CMS #18670
Software License Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector ("Motorola" or "Licensor") and _____ ("Licensee"), hereby enter into this Software License Agreement ("Agreement"). This Agreement is entered into pursuant to that certain Public Safety Communication Contract #02702, between Motorola and the State of Washington, on behalf of the Western States Contracting Alliance ("WSCA"), as subsequently amended (together with its exhibits and attachments, the "WSCA Master Agreement") and that certain Participating Addendum to WSCA Master Agreement between Motorola and the State of Colorado (the "Participating Addendum"). For good and valuable consideration, the parties agree as follows:

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Licensee

Attn: _____

Licensor

Attn: _____

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- i. Addendum
- ii. License Agreement
- iii. Master Agreement

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12.7. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.