

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/09/15
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/15

ISSUE:

14. Request for Approval of Agreement – Public Safety 800Mhz Radio System Maintenance and Support Services for ITT Division; Motorola, Inc. (Renee Martinez)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: various funds

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: August 19, 2015

TO: Brian Snyder, City Manager

VIA: Oscar Rodriguez, Finance Director
Robert Rodarte, Purchasing Director *RM 8/21/15*

FROM: Renée Martínez, ITT Department Director *RM*

RE: **Request for Approval to Renew the City Public Safety 800mhz Radio System Maintenance and Support Agreement with Motorola Inc. in the amount of \$74,000**

SUMMARY:

The ITT Department requests approval to renew maintenance and support services for the City Public Safety 800Mhz Radio System for one year. A Professional Services Agreement with Motorola Inc. has been written for this purpose. The current Motorola Type II Hybrid 800mhz trunked radio system provides two-way voice and dispatch services, fire station alerting and support for the parks irrigation system. The system is widely used by City departments; a list of user departments-divisions follows.

Regional Landfill	Parks	Landfill	BDD
Police Department	Recreation	Irrigation	Paint Shop
Fire Department	Animal Control	Traffic Engineering	Transportation
Senior Citizens	County Fire	Solid Waste	State Police
Safety	County Sheriff	Streets	Mounted Patrol
Purchasing	Transit	Parking	FBI
Planning & Land Use	Water Plant	Waste Water	GCCC
Fleet Maintenance	Fire Department Paging	Airport	
Water	Homeland Security		

The cost of services is \$74,004 excluding NMGRT and will be charged to 12028.520300 Repair & Maintenance Services. The Office of the City Attorney has reviewed, approved as to form, and signed the agreement.

ACTION REQUESTED

Approve the ITT Department's request to renew maintenance and support services for the City Public Safety 800Mhz Radio System for one year through a Professional Services Agreement with Motorola Inc.

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Motorola Solutions

Procurement Title: Motorola Services Agreement

Solicitation RFP#: Motorola WSCA 02702

Department Requesting/Staff Member ITT Department/Paul Campos

Procurement Requirements:

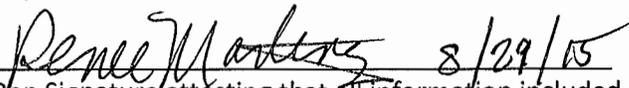
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

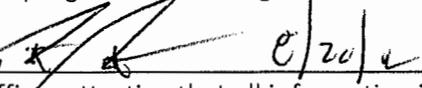
YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract or Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	* Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Renée Martínez

Department Rep Printed Name and Title



 Department Rep Signature attesting that all information included



 Purchasing Officer attesting that all information is reviewed

CONTRACT*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001002524
 Contract Modifier: RN08-DEC-14 00:11:08

Date: 08/12/2015

Company Name:	Santa Fe, City Of
Attn:	..PURCHASING OFFICE
Billing Address:	Po Box 909
City, State, Zip:	Santa Fe,NM,87504
Customer Contact:	
Phone:	

Required P.O.: Yes
 Customer #: 1011658616
 Bill to Tag #: 0002
 Contract Start Date: 07/01/2015
 Contract End Date: 06/30/2016
 Anniversary Day: Jun 30th
 Payment Cycle: ANNUAL
 PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
		***** Recurring Services *****			
1	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$124.99	\$1,499.88	
16	SVC240AA	ENH: SMARTNET SITE			
	SVC241AA	ENH: SMARTNET STATION			
1	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$137.57	\$1,650.84	
1	SVC135AA	ENH: SMARTNET SITE			
16	SVC136AA	ENH: SMARTNET STATION			
1	SVC01SVC1108C	ASTRO INFRASTRUCTURE REPAIR	\$1,494.16	\$17,929.92	
1	SVC257AB	SMARTNET SITE(S)			
16	SVC258AB	ENH: SMARTNET STATION			
10	SVC260AB	ENH: SMARTNET OPERATOR POSITION			
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A	\$280.60	\$3,367.20	
16	SVC212AA	ENH: GROUND ACCESSIBLE STATION			
10	SVC213AA	ENH: GROUND ACCESSIBLE OPERATO			
1	SVC850AA	SITE PM ACCESS A			
1	SVC851AA	CEB PM ACCESS A			
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$3,629.55	\$43,554.60	
1	SVC218AC	ENH: ONSITE INFRASTRUCTURE RESPONSE-SITE			
16	SVC219AC	STATIONS			
10	SVC220AC	OPERATOR POSITIONS			
1	SVC991AA	CENTRAL ELECTRONICS BANKS (CEB)			
	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE	\$499.80	\$5,997.60	
1		6809 CONTROLLER			
2		MICROWAVE LINK			
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$6,166.67	\$74,000.04
			Subtotal - One-Time Event Services	\$.00	\$.00
			Total	\$6,166.67	\$74,000.04
			Taxes	-	-

SELLER'S/LESSOR'S COPY

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87502-5557

Certificate Type: **TYPE 9**

Certificate Number: **B-1710541-09-00247**

Date Issued: **05/11/2011**

EXECUTED BY:

Buyer's New Mexico CRS ID#: 01-710541-00-2			
Company Name: SANTA FE CITY OF			
Address PO BOX 909			
City: SANTA FE	State: NM	Country: USA	Zip: 87504-0909
Contract Number:			

EXECUTED TO: (Enter same information into BUYER'S COPY below)

Seller's New Mexico CRS ID#: 01-760351-00-0			
Company Name: MOTOROLA INC-ATTN: TAX DEPT.			
Address 1303 E ALGONQUIN RD			
City: SCHAUMBURG	State: IL	Country: USA	Zip: 60196-4041
Date Certificate Executed: (cannot be prior to date issued)		5/11/2011	

A seller may not accept this nontaxable transaction certificate to support a deduction from gross receipts unless the seller has a good-faith belief that the buyer will resell, lease or use the property or service sold or leased in the manner represented by the nontaxable transaction certificate.

TYPE 9 CERTIFICATES MAY BE EXECUTED:

For the purchase of tangible personal property only and may not be used for the purchase of services, the purchase of a license or other intangible property, for the lease of property or to purchase construction materials for the use in construction projects. The following may execute Type 9 NTTCs:

- 1) Governmental agencies. (7-9-54);
- 2) 501(c)(3) organizations. (7-9-60) These organizations register with the Taxation and Revenue Department and submit proof of Internal Revenue Service 501(c) nonprofit determination before they may execute Type 9 NTTCs;
- 3) Federal or state-chartered credit unions. (7-9-54 and 7-9-61.2), formerly Type 14;

CAUTION:

- A person who misuses this certificate may be subject to suspension of the right to use nontaxable transaction certificates (Section 7-9-44 NMSA 1978).
- A person who executes a nontaxable transaction certificate to acquire property or a service, but then converts that property or service to use in a manner other than that provided by the NTTC, is liable for compensating tax (Section 7-9-7 NMSA 1978).

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BUYER'S COPY

The information below **MUST** be entered into the New Mexico Taxation and Revenue Department's NTTC.NET web-site at: www.state.nm.us/tax or you can send a copy of this form to the Department at the address below.

Certificate Type: **TYPE 9**

Certificate Number: **B-1710541-09-00247**

Date Issued: **05/11/2011**

EXECUTED BY:

Buyer's New Mexico CRS ID#: 01-710541-00-2			
Company Name: SANTA FE CITY OF			
Address PO BOX 909			
City: SANTA FE	State: NM	Country: USA	Zip: 87504-0909
Contract Number:			

EXECUTED TO:

Seller's New Mexico CRS ID#: 01-760351-00-0			
Company Name: MOTOROLA INC-ATTN: TAX DEPT.			
Address 1303 E ALGONQUIN RD			
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Date Certificate Executed: (cannot be prior to date issued)		5/11/2011	

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87502-5557

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 Both the Customer and Motorola agree that the Customer may terminate this Agreement at any time upon sixty

(60) days advance written notice to Motorola of Customer's intent to terminate. In the event of such termination, the Customer shall be obligated to pay Motorola for services only through the effective date of termination and the Customer shall have no further legal obligations pursuant to the Agreement.

Section 11 LIMITATION OF LIABILITY

Intentionally omitted. See Addendum.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Subject to the requirements of the New Mexico Inspection of Public Records Act, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Subject to the requirements of the New Mexico Inspection of Public Records Act, unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the

State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. Intentionally Omitted.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

See attached Addendum

MOTOROLA (Contractor)/CITY OF SANTA FE (City) ADDENDUM

INDEMNIFICATION

The Contractor shall hold the City and its agencies and employees harmless and shall indemnify the City and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or direct damages to tangible property arising from the negligent acts or omissions of the contractor, its agents, officers or employees. Contractor shall not be liable for damages that are the result of negligence by the City, its agencies and/or its employees.

LIMITATION OF LIABILITY

The Contractor's liability to the City for any cause whatsoever shall be limited to the purchase price paid to the Contractor for products and services that are the subject of City's claim. The foregoing limitation does not apply to the Indemnification provision, state above, of this Agreement and this Addendum or to damages resulting from personal injury caused by the contractor's negligence. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PRODUCTS PURCHASED BY THE CITY HEREUNDER.

SURVIVAL

The Agreement paragraphs titled Indemnification and Limitation of Liability shall survive the expiration of this Agreement.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

CITY OF SANTA FE:

CONTRACTOR:
MOTOROLA

JAVIERM GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 8/7

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Contracts, Procurement, and Risk Management 1500 Jefferson Street SE/ PO Box 41411 Olympia, WA 98504 (360) 407-2210 http://www.des.wa.gov	CONTRACT AMENDMENT	
	Contract Number: 02702	Date Issued: July 25, 2015
	Amendment Number: 35 – Motorola Solutions	Date Effective: September 1, 2015
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment

Purpose:

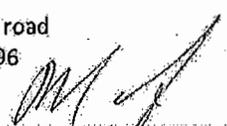
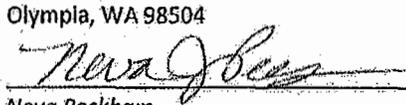
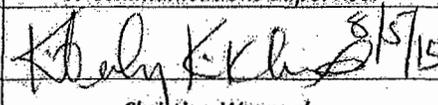
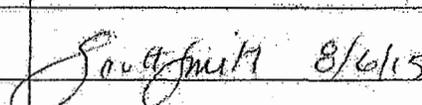
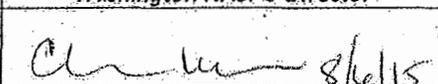
1) *Execute short-term contract extension (September 1, 2015 through December 31, 2015)*

Motorola Solutions agrees to extend Contract 02702 for NASPO Value Point (formerly WSCA-NASPO) Public Safety Communications Equipment and Services for an additional five months (September 1, 2015 through December 31, 2015), under the existing contract terms, conditions, specifications and pricing. This short-term extension will allow additional time to complete the award of replacement contract(s) resulting from RFP 06913 (or other RFP) for Public Safety Communication Equipment. Should any of these NASPO Value Point (formerly WSCA-NASPO) replacement contracts become effective prior to March 31, 2016, this contract may run concurrently with these contracts to allow time for participating entity customers to transition to new contract(s).

Should Motorola Solutions be successful in receiving an award resulting from RFP 06913 (or other RFP), once a Master Agreement (MA) is executed under the terms of the new contract, all contract sales will be made to qualified purchasers under the terms of the new MA/contract and no further sales shall be made to those customers under the terms of Contract 02702.

Authorizing Signatures

This contract amendment, consisting of 1 pages and 0 attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor: Motorola Solutions 1301 East Algonquin road Schaumburg, FL 60196  (Contractor Authorized Representative Signature) (Date)		For State: Department of Enterprise Services 1500 Jefferson Street SE/ PO Box 41411 Olympia, WA 98504  8/3/15 Neva Peckham (Date)	
Print Name	Mark Schmidl	Print Name	Department of Enterprise Services
Telephone No.	(847) 867-6496	Telephone No.	(360) 407-2210
Email:	mark.schmidl@motorolasolutions.com	Email:	DESITCommun@des.wa.gov
DES Supervisor Approval:	Kim Kirkland, IT Communications Supervisor  8/5/15	DES Management Approval:	 8/6/15 Scott Smith, IT Contracts Manager
DES Management Approval:	Christine Warnock, Washington NASPO Director  8/6/15	DES Management Approval:	Scott Smith, IT Contracts Manager
Signature/Date:		Signature/Date:	

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT CONTRACTS
Administered by the State of Washington (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Motorola Solutions, Inc.

Washington Contract Number: 02702

State of NM Contract Number 20-000-00-00039AJ ←

(hereinafter "Contractor")

And

The State Of New Mexico

(hereinafter "Participating Entity")

Page 1 of 5

1. Scope: This addendum covers the WSCA Public Safety Communications Equipment Contracts lead by the State of Washington, for members of WSCA or NASPO, for use by agencies and other entities located in the Participating Entity authorized by that state's statutes to utilize its contracts. This addendum shall be effective when executed by the parties and shall expire upon expiration of WSCA Contract 02702, unless otherwise agreed by the parties.

2. Participation: Use of specific WSCA or NASPO cooperative contracts by agencies, political subdivisions 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 Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating Entity Modifications or Additions to Master Price Agreement:

(These modifications or additions apply only to actions and relationships within the state in which the Participating Entity is located.)

3.1 Pay Equity Reporting: "Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

"For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

"Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

"Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT CONTRACTS
Administered by the State of Washington (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Motorola Solutions, Inc.

Washington Contract Number: 02702

State of NM Contract Number 20-000-00-00039AJ

(hereinafter "Contractor")

And

The State Of New Mexico

(hereinafter "Participating Entity")

Page 2 of 5

will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

"Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order."

3.2 Contract Administration Fee

The successful vendor will remit to the State of New Mexico Contract Manager an Administrative Fee in the amount of one half percent (.5%) of all total sales for New Mexico State and Local Public Bodies from this contract. Checks should be made payable to the State of New Mexico on a quarterly basis as follows:

<u>Period End</u>	<u>Report & Fee Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The Administrative Fee is based upon:

- The sales of all software;
- Service and supplies billings;

4. Lease Agreements: Leasing is NOT authorized or permitted under this Participating Addendum.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT CONTRACTS
Administered by the State of Washington (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Motorola Solutions, Inc.

Washington Contract Number: 02702

State of NM Contract Number 20-000-00-00039AJ

(hereinafter "Contractor")

And

The State Of New Mexico

(hereinafter "Participating Entity")

Page 3 of 5

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

Lead State Contract Administrator

Name: Robert Paulson, Jr
Address: Department of General Administration, Office of State Procurement
210 11th Ave SW Rm 201, PO Box 41017
Olympia, WA 98504-1017
Voice: (360) 902.7436
Fax: (360) 586.2426
E-mail: robert.paulson@ga.wa.gov

Contractor

Name: Joe Mann
Address: Motorola Solutions, Inc.
PO Box 404059
Atlanta, GA 30384-4059
Voice: 425-896-2332
Fax: 425-896-2301
E-mail: Joe.mann@motorolasolutions.com

Participating Entity

Name: Gerrie Becker
Address: State Purchasing Division
1100 S. St. Francis Dr. RM 2016
PO Box 6850
Santa Fe, NM 87505
Voice: 505-476-3121
Fax: 505-827-2484
E-mail: Gerrie.becker@state.nm.us

6. Subcontractors:

The following subcontractor(s) (dealers, resellers, VARs, partners, distributors, etc.) are authorized to provide goods and/or services under the Participating Addendum:

All orders under this contract shall be made out to Motorola Solutions, Inc.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT CONTRACTS
Administered by the State of Washington (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Motorola Solutions, Inc.

Washington Contract Number: 02702

State of NM Contract Number 20-000-00-00039AJ

(hereinafter "Contractor")

And

The State Of New Mexico

(hereinafter "Participating Entity")

Page 4 of 5

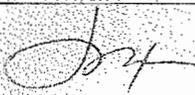
7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract #02702" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, monthly payment (if appropriate), itemized list of items being purchased, & rates of the service being used

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 20-000-00-00039AJ and the Lead State price agreement number: 02702.

This Participating Addendum and the Master Price Agreement number 02702 (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 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 within the Participating State.

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

Participating Entity:	Contractor:
By: 	By: 
Name: Lawrence O. Maxwell	Name: Kelly Kirwan
Title: State Purchasing Agent	Title: Corporate Vice President
Date: 4/26/12	Date: 4-13-2012

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT CONTRACTS
Administered by the State of Washington (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Motorola Solutions, Inc.

Washington Contract Number: 02702

State of NM Contract Number 20-000-00-00039AJ

(hereinafter "Contractor")

And

The State Of New Mexico

(hereinafter "Participating Entity")

Page 5 of 5

[Additional signatures as required by Participating Entity]

Acknowledgement by WSCA/NASPO:

By:

Name: Kathryn Offerdahl or Paul Stembler

Date:



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000013468
Motorola Solutions, Inc.
1301 East Algonquin Road
Schaumburg, IL 60196

Telephone No. (847) 867-6496

Price Agreement Number: 20-000-00-00039 AJ

Price Agreement Amendment No.: Four

Term: April 1, 2015 - August 31, 2015

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Invoice:

As Requested

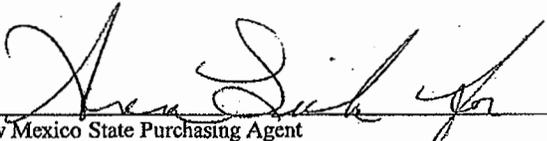
Title: Public Safety Radio Communications Equipment & Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions and by mutual agreement of all parties, this Price Agreement is extended from April 1, 2015 to August 31, 2015, at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 3/30/2015

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Contracts & Legal Services Division 1500 Jefferson St. SE, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400 http://www.des.wa.gov	CONTRACT AMENDMENT	
	Contract Number and Title: 02702, WSCA Public Safety Communications Equipment	Date Issued: February 19, 2015
	Amendment Number: 34 – Motorola Solutions	Date Effective: April 1, 2015
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

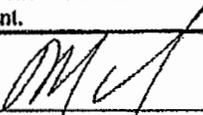
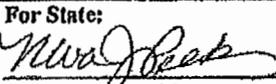
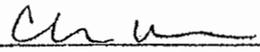
Purpose of Amendment

Purpose: Execute short-term contract extension (4/1/15 – 8/31/15)

Motorola Solutions agrees to extend Contract 02702 for WSCA Public Safety Communications Equipment and Services for an additional five months (April 1, 2015 through August 31, 2015), under the existing contract terms, conditions, specifications and pricing. This short-term extension will allow additional time to complete the award of replacement contract(s) resulting from RFP 06913 (or other RFP) for Public Safety Communication Equipment. Should any of these WSCA-NASPO replacement contracts become effective prior to August 31, 2015, this contract may run concurrently with these contracts to allow time for participating entity customers to transition to new contract(s).

Should Motorola Solutions be successful in receiving an award resulting from RFP 06913 (or other RFP), once a Participating Addendum (PA) is executed under the terms of the new contract, all contract sales will be made to qualified purchasers under the terms of the new PA/contract and no further sales shall be made to those customers under the terms of Contract 02702.

Authorizing Signatures

This one-page contract amendment is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.			
For Contractor:  (Contractor Authorized Representative Signature)		For State:  (State Contract Administrator)	
2/19/15 (Date)		For Robert Paulson 3/18/15 (Date)	
Contractor:	Mark Schmidl Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, IL 60196	Contract Administrator:	Robert Paulson, Jr., C.P.M. Contracts Specialist
Telephone No.	(847) 867-6496	Telephone No.	(360) 407-9430
Email:	mark.schmidl@motorolasolutions.com	Email:	robert.paulson@des.wa.gov
Contracts & Legal Services Division Approval			
Authorizing Manager:	Christine Warnock Chief Procurement Officer	Date:	3/23/15
Signature:		Email:	christine.warnock@des.wa.gov
		Phone:	(360) 407-6080



State of New Mexico
General Services Department

Statewide Price Agreement Amendment

Awarded Vendor
0000013468
Motorola Solutions
1301 East Algonquin Road
Schaumburg, IL 60196

Telephone No. 847-867-6496

Price Agreement Number: 20-000-00-00039AJ

Price Agreement Amendment No.: Three

Term: October 29, 2014 – March 31, 2015

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Anna Silva

Telephone No.: (505) 827-0468

Invoice:
As Requested

Title: Public Safety Radio Communications Equipment & Services

Term: October 29, 2014 to March 31, 2015

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 29, 2014 to March 31, 2015 at the same price, terms and conditions.

Please see attached Contract Summary from the lead state Washington for additional details.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/29/2014

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Contracts & Legal Services Division 1500 Jefferson St. SE, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400 http://www.des.wa.gov	CONTRACT AMENDMENT	
	Contract Number and Title: 02702, WSCA Public Safety Communications Equipment	Date Issued: August 27, 2014
	Amendment Number: 33 – Motorola Solutions	Date Effective: October 30, 2014
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment

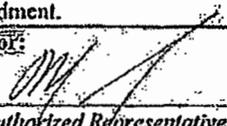
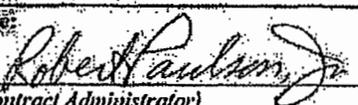
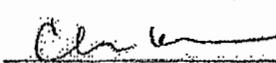
Purpose: Reduce Washington's management fee and execute short-term contract extension (10/30/14 -- 3/31/15)

For contract sales made to contract customers located within the state of Washington the current management fee of one and a half percent (1.5%) shall be reduced to 0.74 percent (0.74%) on sales made on and after July 1, 2014. Contract sales shall continue to be reported on a quarterly basis and fees shall continue to be due within thirty (30) days of date of an invoice issued by the Department of Enterprise Services (DES). There shall be no change other state's administrative fees or in the WSCA-NASPO quarterly sales/administrative fee.

Motorola Solutions agrees to extend Contract 02702 for WSCA Public Safety Communications Equipment and Services for an additional five months (October 30, 2014 through March 31, 2015), under the existing contract terms, conditions, specifications and pricing. This short-term extension will allow additional time to complete the award of replacement contract(s) resulting from RFP 06913 for Public Safety Communication Equipment. Should any of these WSCA-NASPO replacement contracts become effective prior to March 31, 2015, this contract may run concurrently with these contracts to allow time for participating entity customers to transition to new contract(s).

Should Motorola Solutions be successful in receiving an award resulting from RFP 06913, once a Participating Addendum (PA) is executed under the terms of the new contract, all contract sales will be made to qualified purchasers under the terms of the new PA/contract and no further sales shall be made to those customers under the terms of Contract 02702.

Authorizing Signatures

This one-page contract amendment is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.			
For Contractor:  (Contractor Authorized Representative Signature)		For State:  (State Contract Administrator)	
9/10/14 (Date)		9-18-14 (Date)	
Contractor:	Motorola Solutions, Inc. Mark Schmidl 1301 East Algonquin Road Schaumburg, IL 60196	Contract Administrator:	Robert Paulson, Jr., C.P.M. Contracts Specialist
Telephone No.	(847) 867-6496	Telephone No.	(360) 407-9430
Email:	mark.schmidl@motorolasolutions.com	Email:	robert.paulson@des.wa.gov
Contracts & Legal Services Division Approval			
Authorizing Manager:	Christine Warnock Chief Procurement Officer	Date:	9/23/14
Signature:		Email:	christine.warnock@des.wa.gov
		Phone:	(360) 407-6080



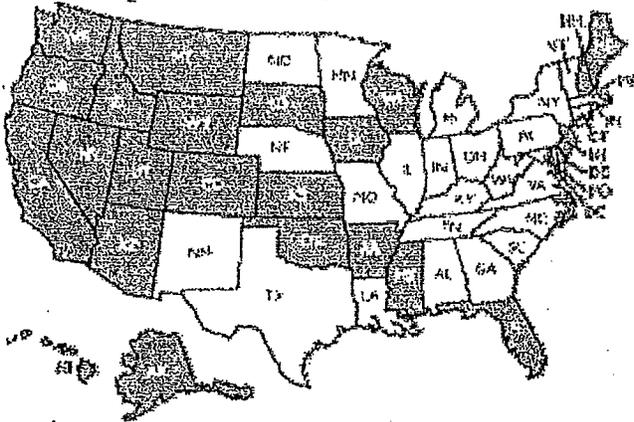
NASPO >> CURRENT COOPERATIVE CONTRACTS

Public Safety Communication Equipment - Radios

(WA)
w9-2003

BASIC CONTACT INFORMATION - LEAD STATE

States where there is at least one signed Participating Addendum



Lead State: Washington
Lead State Contract Number: 02702
Contact person: Robert Paulson, Jr.
Phone: (360) 407-9430
Fax:
Email: robert.paulson@des.wa.gov

LINK TO LEAD STATE WEBSITE

<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=02702>

INCEPTION & EXPIRATION

Award Date: October 30, 2003
Current Expiration Date: March 31, 2015

OVERVIEW/SUMMARY

Phase 1: Public safety communication equipment and support services for currently installed systems

Purchases for an installed base of equipment that only one vendor can replace; sole source justification needed for purchases; not competitively bid; negotiated pricing; cannot purchase entire turnkey systems. Customers must check with local laws governing sole source, special market conditions before using the Phase 1 contract. For Phase 1, the contract pricing will be the percentage discount off the manufacturer's most current price list used to establish a selling price for parts and equipment. The manufacturer shall provide a fixed price for associated support services.

Phase 2: New Communication Systems and Equipment:

Category 1 -- Radio analog and digital (two-way communication systems) portable, mobile, desk-top, base and repeater stations. VHF 136-174 MHz, UHF 450-470 MHz, UHF 806-870 MHz Frequencies, Infrastructure Equipment and Consoles

Category 2 -- Aircraft AM – FM band radios

Category 3 -- In-band mobile/portable radio repeater, analog and digital

Category 4 -- Gateway devices, audio switch unit/radio router JPS ACU-1000, audio switch ICRI unit.

Category 5 -- digital microwave radios, 6GHz, 11GHz, 18GHz and 23Ghz

Category 6 -- Communication towers, guyed and three-legged triangular

Category 7 -- Microwave antennas, waveguide and associated hardware

Category 8 -- Test equipment, analog and digital

CONTRACTS

AEROFLEX WICHITA, INC.

ALCATEL

- Contract Extension - March 31, 2015

AVIAT U.S., INC

- Contract Extension - March 31, 2015

DANIELS ELECTRONICS LTD DBA CODAN RADIO COMMUNICATIONS

- Contract Extension - March 31, 2015

EF JOHNSON COMPANY

- Contract Extension - March 31, 2015

HARRIS RFCD

- Contract Extension - March 31, 2015

ICOM AMERICA, INC.

- Contract Extension - March 31, 2015

KENWOOD USA CORPORATION

- Contract Extension - March 31, 2015

MOTOROLA SOLUTIONS INC

- Contract Extension - March 31, 2015

RADIO FREQUENCY SYSTEMS INC

- Contract Extension - March 31, 2015

RAYTHEON JPS COMMUNICATIONS

- Contract Extension - March 31, 2015

RELM WIRELESS CORPORATION

- Contract Extension - March 31, 2015

SINCLAIR TECHNOLOGIES INC.

- Contract Extension - March 31, 2015

TAIT NORTH AMERICA, INC.

- Contract Extension - March 31, 2015

VALMONT INDUSTRIES, INC.

VERTEX STANDARD USA, INC.

- Contract Extension - March 31, 2015

UPDATES & OTHER PARTICIPATION

- Final RFP
- Amendments

PARTICIPATION

- Blank Participating Addendum

PA Process Overview

To participate in this Master Agreement, download, negotiate and complete a Participating Addendum with the selected contractor(s). After Participating Addendum execution, email a PDF copy of the completed Participating Addendum (signed with both signatures) to the WSCA-NASPO point of contact identified on the Participating Addendum. If no WSCA-NASPO point of contact is identified, email a copy of the completed Participating Addendum to WSCA-NASPO at pa@wsca-naspo.org.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000013468
Motorola Solutions
PO Box 92888
Albuquerque, NM 87199

Telephone No. (915) 755-7098

Price Agreement Number: 20-000-00-00039AJ

Price Agreement Amendment No.: Two

Term: May 1, 2012- October 29, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Debra Saiz DS

Telephone No.: (505) 827-0521

Invoice:

As Requested

Title: Public Safety Radio Communications Equipment & Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 30, 2013 to October 29, 2014 at the same price, terms and conditions.

Please see attached Contract Summary from the lead state Washington for additional details.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/25/2013

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

VI



Contract Summary

Printable Version

Public Safety Radio Comm. Equip.



Contract#: 02702 Replaces: 03599, 08497

Western States Contracting Alliance (WSCA), Public Safety Communication Equipment and Services

An update of the contract confirming the extension with all vendors has now been posted to our agency website at - <https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=02702> then under **Contract Documents & Resources**, click on "Current Contract Information (CCI)" document.

Here is the wording we used:

1. **One-Year Contract Extension:** Effective October 30, 2013, all sixteen vendors agreed "to extend Contract 02702 for WSCA Public Safety Communications Equipment and Services for one additional year (October 30, 2013 through October 29, 2014), under the existing contract terms, conditions, specifications and pricing. This extension will allow additional time to complete the rebid of a replacement contract and should a WSCA-NASPO replacement contract be awarded and become effective for products and/or services available through this contract prior to October 29, 2014, both contracts may run concurrently to allow time for participating entity customer transition to the new contract."

Extending vendors include - Motorola Solutions, Inc., Raytheon/JPS, Kenwood USA Corporation, Aviat US, Inc., Alcatel-Lucent USA Inc., Tait North America, Inc., EF Johnson Company, Icom America, Inc., Aeroflex Wichita, Inc., Daniels Electronics Ltd., Valmont Industries, Relm Wireless Corporation, Raytheon JPS Communications, Harris RFCD, Sinclair Technologies and Vertex Standard USA.

Participating Addendum Extensions: Vendors should be aware that states or other purchasers (i.e. Participating Entities) who have executed a Participating Addendum (PA) for this master contract may find it necessary to complete an extension of the PA so that it also continues to be in effect until October 29, 2014, or as otherwise stated in the extension agreement.

Hope this is the kind of info you were looking for. Otherwise call me.

Thank you. **Robert Paulson, Jr., C.P.M.**, Contracts Specialist
Washington State Department of Enterprise Services, Contracts & Legal Services
Division

Physical Address: 1500 Jefferson St. SE, Olympia, WA 98501

Mailing Address: PO Box 41411, Olympia, WA 98504-1411

Phone: (360) 407-9430 *E-mail:* robert.paulson@des.wa.gov

The intent of this contract is to maximize savings, reduce individual state administrative costs in purchasing, and compile standard specifications to encourage market competition, enhance product availability and expand contract coverage to as many of the WSCA states and potentially non-WSCA states that want to participate in the contract. In other words, get you the best deal with as little work on your part as possible while simply allowing you to purchase.

This State Contract #02702 has two parts: Phase 1 is designed to expand a current system. Customers should consider sole source factors for purchases off of Phase 1. Customers cannot change manufacturers, must purchase from the manufacturer that has an installed base of equipment with the customer. Partial upgrades, improvements, additions, repairs to an imbedded systems are allowable purchases under this phase. Phase 2 is designed for total system replacement or improvements on current system (competitively bid)

Phase 1: Public safety communication equipment and support services for currently installed systems.

Purchases for an installed base of equipment that only one vendor can replace; sole source justification needed for purchases;

not competitively bid; negotiated pricing; cannot purchase entire turnkey systems. Customers must check with local laws governing sole source, special market conditions before using the Phase 1 contract. For Phase 1, the contract pricing will be the percentage discount off the manufacturer's most current price list used to establish a selling price for parts and equipment. The manufacturer shall provide a fixed price for associated support services.

Phase 2: New Communication Systems and Equipment: This phase was competitively bid meeting the most stringent standards. It was not designed with federal requirements in mind; only member states were envisioned to use this contract and political subdivisions within each participating state. A customer can purchase one item, several items to replace equipment or purchase an entirely new system for interoperability purposes.

Category 1 -- Radio analog and digital (two-way communication systems) portable, mobile, desk-top, base and repeater stations. VHF 136-174 MHz, UHF 450-470 MHz, UHF 806-870 MHz Frequencies, Infrastructure Equipment and Consoles

Category 2 -- Aircraft AM -- FM band radios

Category 3 -- In-band mobile/portable radio repeater, analog and digital

Category 4 -- Gateway devices, audio switch unit/radio router JPS ACU-1000, audio switch ICRI unit.

Category 5 -- digital microwave radios, 6GHz, 11GHz, 18GHz and 23Ghz

Category 6 -- Communication towers, guyed and three-legged triangular

Category 7 -- Microwave antennas, waveguide and associated hardware

Category 8 -- Test equipment, analog and digital

Current Term Start Date: 10-30-2011 Award Date: 10-30-2003 Est. Annual Worth: \$94,913,321

Current Term Ends On: 10-29-2014 Final Term Ends On: 10-29-2014

Commodity Code(s): 726-06 ,726-11 ,726-13 ,726-16 ,726-21 ,726-24 ,726-37 ,726-40 ,726-41

Diversity: 0% WBE 0% MBE # of Bids Received: 28

Contact Info: Master Contracts & Consulting – Robert Paulson at (360) 407-9430 or robert.paulson@des.wa.gov or for general information you may contact Customer Service at (360) 407-2210 or contractingandpurchasing@des.wa.gov

Who can use this contract?

- Washington State agencies
- Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- Participating Colleges, Universities, Community & Technical Colleges
- Oregon Coop Members

Contract Documents & Resources

- Current Contract Information (CCI)
- Solicitation Document - Original
- Contract Comments
- Vendor and Contract Performance Feedback
- Best-buy Notification

Contractor(s):
AEROFLEX WICHITA, INC.
ALCATEL
AVIAT U.S., INC.
DANIELS ELECTRONICS LTD.
EF JOHNSON COMPANY
HARRIS RFCD
ICOM AMERICA, INC.
KENWOOD USA CORPORATION
MOTOROLA SOLUTIONS INC
RADIO FREQUENCY SYSTEMS INC
RAYTHEON JPS COMMUNICATIONS
RELM WIRELESS CORPORATION
SINCLAIR TECHNOLOGIES INC.
TAIT NORTH AMERICA, INC.
VALMONT INDUSTRIES, INC.
VERTEX STANDARD USA, INC.

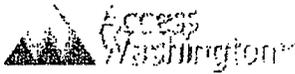
Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.

- Assure our customers that we sought the best overall value through as many competitive bids as possible.

WSCA

The Western States Contracting Alliance (WSCA) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. WSCA contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. WSCA contracts are available for use by public agencies when approved by the State Purchasing Director. List of current WSCA contracts



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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013468
Motorola Solutions
PO Box 92888
Albuquerque, NM 87199

Telephone No. (915) 755-7098

Price Agreement Number: 20-000-00-00039AJ

Price Agreement Amendment No.: One

Term: May 1, 2012 - October 29, 2013

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker 

Telephone No.: (505) 476-3121

Invoice:

As Requested

Title: Public Safety Radio Communications Equipment & Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Please correct first sentence, paragraph 3.2 Contract Administration Fee on page 2 of 5 of Master Price Agreement to read:

The successful vendor will remit to the State of New Mexico Contract Manager an administrative fee in the amount of one half of one percent of all total sales for New Mexico State and local public bodies from this contract.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 7/10/2012

VL 



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000013468
Motorola Solutions
PO Box 92888
Albuquerque, New Mexico 87199

Telephone No. (915) 755-7098

Price Agreement Number: 20-000-00-00039AJ

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker

Telephone No.: (505) 476-3121

Invoice:
As Requested

Title: Public Safety Radio Communications and Services

Term: May 1, 2012 thru October 29, 2013

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 04/27/12

RM