



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

MOTOROLA SOLUTIONS INC
 12 WALKER WAY
 NORTH SCITUATE, RI 02857
 United States

Amendment Date: 12-FEB-13
 Original Award Date: 07-DEC-06
 Buyer: D Cadoret
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 1013

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 21 Award Number 3016797 Effective Period 01-DEC-06 - 11-FEB-13	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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PUBLIC SAFETY COMMUNICATIONS EQUIPMENT- MOTOROLA (MPA #395)

Description			Bid Number	Change Order Req#	
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT- MOTOROLA (MPA #395)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price

STATE PURCHASING AGENT
Lorraine A. Hynes



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PUBLIC SAFETY COMMUNICATIONS EQUIPMENT- MOTOROLA (MPA #395)

Description		Bid Number	Change Order Req#
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT- MOTOROLA (MPA #395)			
	<p>PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - MOTOROLA</p> <p>AGREEMENT PERIOD: 12/1/06 - 10/29/07 (5 ADDITIONAL ONE YEAR OPTIONS FOR RENEWAL)</p> <p>THE STATE OF RHODE ISLAND HAS BEEN APPROVED FOR PARTICIPATION IN THE WESTERN STATES CONTRACT ALLIANCE AGREEMENT, CONTRACT NUMBER 02702 (PHASE 1), WITH MOTOROLA FOR THE PURCHASE OF PUBLIC SAFETY COMMUNICATION EQUIPMENT. THIS AGREEMENT PROVIDES FOR PARTICIPATION BY ALL PUBLIC AGENCIES, QUASI-PUBLIC AGENCIES, STATE COLLEGES AND UNIVERSITIES, AND ALL POLITICAL SUBDIVISIONS AND MUNICIPALITIES.</p> <p>MOTOROLA CONTACT PERSON: RON PROVOST 401-647-0402</p> <p>PO 3016797 IS CANCELED MPA-395</p> <p>VENDOR CHANGE:</p> <p>FROM: MOTOROLA INC TO: MOTOROLA SOLUTIONS</p> <p>PO 3309688 REPLACES PO 3016797 AND IS ISSUED TO MOTOROLA SOLUTIONS FOR THE REMAINDER OF THE CONTRACT</p>		

STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

MOTOROLA INC
 12 WALKER WAY
 NORTH SCITUATE, RI 02857
 United States

Amendment Date: 25-OCT-12
 Original Award Date: 07-DEC-06
 Buyer: D Cadoret
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 1013

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 17 Award Number 3016797 Effective Period 01-DEC-06 - 29-OCT-13	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	PUBLIC SAFETY COMMUNICATIONS EQUIPMENT- MOTOROLA (MPA #395)			

Description			Bid Number	Change Order Req#	
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT- MOTOROLA (MPA #395)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3016797 DATED 12/7/06 CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 10/31/12 TO: 12/1/06 - 10/29/13 OPTION TO RENEW IN ACCORDANCE WITH ORIGINAL AGREEMENT. MPA EXTENDED PER ORIGINAL CONTRACT.			

STATE PURCHASING AGENT

 Lorraine A. Hynes



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

MOTOROLA INC
 12 WALKER WAY
 NORTH SCITUATE, RI 02857

Amendment Date: 26-SEP-11
 Original Award Date: 07-DEC-06
 Buyer: D Cadoret
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 1013

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 10 Award Number 3016797 Effective Period 01-DEC-06 - 31-OCT-12	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA #395)			

Description			Bid Number	Change Order Req#	
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA #395)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3016797 DATED 12/7/6 CHANGE EFFECTIVE P1ERIOD: FROM: 12/1/06 - 10/29/11 TO: 12/1/06 - 10/31/12 OPTION TO RENEW IN ACCORDANCE WITH ORIGINAL AGREEMENT. MPA EXTENDED PER ORIGINAL CONTRACT.			

STATE PURCHASING AGENT

 Lorraine A. Hynes



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

MOTOROLA INC
 12 WALKER WAY
 NORTH SCITUATE, RI 02857

Amendment Date: 12-NOV-10
 Original Award Date: 07-DEC-06
 Buyer: L Hill
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 1013

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	I N V O I C E	Change Order Number 7 Award Number 3016797 Effective Period 01-DEC-06 - 29-OCT-11	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA #395)

Description			Bid Number	Change Order Req#	
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA #395)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3016797 DATED 12/7/06 CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 10/29/10 TO: 12/1/06 - 10/29/11			

STATE PURCHASING AGENT
Lorraine A. Hynes



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

MOTOROLA INC
 12 WALKER WAY
 NORTH SCITUATE, RI 02857

Amendment Date: 25-SEP-09
 Original Award Date: 07-DEC-06
 Buyer: L Hill
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 1013

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	I N V O I C E	Change Order Number 5 Award Number 3016797 Effective Period 01-DEC-06 - 29-OCT-10	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA#395)

Description			Bid Number	Change Order Req#	
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA#395)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3016797 DATED 12/7/6 CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 10/29/09 TO: 12/1/06 - 10/29/10 OPTION TO RENEW IN ACCORDANCE WITH ORIGINAL AGREEMENT.			

STATE PURCHASING AGENT

Louis A. DeQuattro



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

MOTOROLA INC
 12 WALKER WAY
 NORTH SCITUATE, RI 02857

Amendment Date: 22-SEP-08
 Original Award Date: 07-DEC-06
 Buyer: L Hill
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 1013

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 3 Award Number 3016797 Effective Period 01-DEC-06 - 29-OCT-09	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA#395)			

Description			Bid Number	Change Order Req#	
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA#395)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3016797 DATED 12/7/6 CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 10/29/08 TO: 12/1/06 - 10/29/09 OPTION TO RENEW IN ACCORDANCE WITH ORIGINAL AGREEMENT.			

STATE PURCHASING AGENT

Purchase Agreement Amendment



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

V E N D O R	1013 MOTOROLA INC 12 WALKER WAY NORTH SCITUATE, RI 02857	Amendment Date: 11-OCT-07 Original Award Date: 07-DEC-06 Buyer: L Hill Phone #: FOB: Destination Terms: NET 30	Change Order Number 2 Award Number 3016797 Effective Period 01-DEC-06 - 29-OCT-08
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S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA#395)

Description		Bid Number	Change Order Req#		
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA#395)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3016797 DATED 12/7/6 CHANGE EFFECTIVE PERIOD: FROM: 12/1/06 - 10/29/07 TO: 12/1/06 - 10/29/08 OPTION TO RENEW EXERCISED.			
			New PO Total		

STATE PURCHASING AGENT



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 CAPITOL HILL
 PROVIDENCE RI 02908

V E N D O R	1013 MOTOROLA INC 12 WALKER WAY NORTH SCITUATE, RI 02857
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PUBLIC SAFETY COMMUNICATIONS EQUIPMENT-MOTOROLA (MPA#395)	
Award Number 3016797	Effective Period: 01-DEC-06 - 29-OCT-07

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Date: 07-DEC-06
Buyer: L Hill
Shipping: Paid
Terms: NET 30

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description		Unit Price

		PUBLIC SAFETY COMMUNICATIONS EQUIPMENT - MOTOROLA AGREEMENT PERIOD: 12/1/06 - 10/29/07 (5 ADDITIONAL ONE YEAR OPTIONS FOR RENEWAL) THE STATE OF RHODE ISLAND HAS BEEN APPROVED FOR PARTICIPATION IN THE WESTERN STATES CONTRACT ALLIANCE AGREEMENT, CONTRACT NUMBER 02702 (PHASE 1), WITH MOTOROLA FOR THE PURCHASE OF PUBLIC SAFETY COMMUNICATION EQUIPMENT. THIS AGREEMENT PROVIDES FOR PARTICIPATION BY ALL PUBLIC AGENCIES, QUASI-PUBLIC AGENCIES, STATE COLLEGES AND UNIVERSITIES, AND ALL POLITICAL SUBDIVISIONS AND MUNICIPALITIES. MOTOROLA CONTACT PERSON: RON PROVOST 401-647-0402		
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This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

- Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchasing may be disregarded and shall not be binding on the state.

- **PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number.

the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain shipping information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain billing information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.