

CONTRACT**DINWIDDIE COUNTY**
PORTABLE AND MOBILE RADIOS FOR
SHERIFF VEHICLES

The Agreement is made this 5th day of November 2020, by and between **Motorola Solutions, Inc.** with an office at 809 Pinnacle Drive, Suite G, Linthicum Heights, Maryland 21090 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited a quote for ten (10) Motorola portable radios, (10) Motorola mobile radios and accessories for use in Sheriff’s Office Vehicles; and

WHEREAS, Contractor submitted a quote, consistent with the County’s needs; and

WHEREAS, Contractor was selected as the Sole Source Provider; and

WHEREAS, County has selected Contractor to provide equipment;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

- 1. Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) Contractor’s quotes dated August 28, 2020. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
- 2. Time of Performance.** Contractor agrees to deliver equipment within thirty (30) days of the contract date.
- 3. Costs.** Contractor agrees to provide all equipment pursuant to this Contract for a sum no greater than ONE HUNDRED TWELVE THOUSAND SIX HUNDRED SIXTY-THREE AND 80/100 DOLLARS (\$112,663.80) (the “Contract Price”). Payment shall be made to Contractor within thirty (30) days after receipt of invoice AND acceptance and testing of equipment by the County, whichever occurs last.
- 4. Title.** Title to the Equipment will pass to County upon receipt of the shipment. Title to Software will not pass to County at any time. Risk of loss will pass to County upon delivery of the Equipment to the County. Contractor will pack and ship all Equipment in accordance with good commercial practices. Invoices and the final ship to address will be sent to the County at the address(es) set forth on the purchase order.
- 5. Acceptance.** Acceptance of the Products will occur upon delivery to County unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing.

Notwithstanding the preceding sentence, County's use of the Products for their operational purposes will constitute acceptance.

6. Warranty

- 6.1. **Contractor Software.** Contractor-owned Software will be warranted for ninety (90) days from the date of delivery of the shipment (the "Warranty Period"). During the Warranty Period, Licensor warrants that the unmodified Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement. Any software owned by a third party ("Non-Contractor Software") is licensed to County in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-Contractor Software.
- 6.2. **Subscriber Warranty.** For one year from the date of shipment, Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Contractor Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; or County's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment or parts to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If County gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to County) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. This action will be the full extent of Seller's liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller.
- 6.3. **DISCLAIMER OF IMPLIED WARRANTIES.** TO THE EXTENT ALLOWED BY LAW, WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOFTWARE COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

7. Software License

- 7.1. Contractor will provide to County (“Licensee” in this Section 7), Products that contain embedded or pre-loaded proprietary software, or both. “Software” means the proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the software, and may contain one or more items of software owned by a third party supplier (“Third Party Software”). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as “Documentation.” This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.
- 7.2. Subject to Section 7.1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 7.4 below), limited, and non-exclusive license under Licensor’s applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.
- 7.3. Licensee acknowledges that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensee’s use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation, Therefore, Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.
- 7.4. **Transfers.** Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, if Licensee provides written notice to Licensor of this temporary transfer and it is discontinued when the original device is returned to operation. Upon Licensor’s written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee. Licensee will not transfer Software to any third party without Licensor’s prior written consent, which consent may be withheld in Licensor’s reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software embedded in or furnished for use with those radio Products if Licensee transfers all copies of the Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this License).

- 7.5. **Ownership and Title.** Title to Software will not pass to Licensee at any time but remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.
- 7.6. **Term and Termination of this Software License.** Licensee's right to use the Software begins when this Agreement is mutually executed by both parties and will continue during the life of the Products in which the Software is used, unless Licensee breaches this Agreement in which case it will be terminated immediately upon notice by Licensor. In addition to termination, Licensor will be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is an agency of the United States Government). Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.
- 7.7. **Copyright Notices.** The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.
- 7.8. **Compliance with Laws.** Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies, at the time of the action, requires an export license or other governmental approval. Violation of this provision will be a material breach of this Agreement, permitting immediate termination by Licensor.
8. **Confidential Information and Preservation of Proprietary Rights.** The Software License governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, and subject to Georgia Open Records Act, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-Contractor Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and

software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the Software License, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

9. **LIMITATION OF LIABILITY.** Except for personal injury, death or damage to tangible property, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability survives the expiration or termination of this Agreement.

10. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:
W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

Notice to Contractor shall be made to:
Michael Leonard, MSSSI Territory Vice President
Motorola Solutions, Inc.
809 Pinnacle Drive, Suite G
Linthicum Heights, Maryland 21090
(715) 515-2709
ross.wolfe@motorolasolutions.com

11. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the General Term and Conditions.

12. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

13. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

14. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of

this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Motorola Solutions, Inc.

X *W. Kevin Massengill*

W. Kevin Massengil
County Administrator

X *Michael Leonard*

Print Name/Title:
Michael Leonard, MSSSI Territory Vice President

Approved as to form:

Department Approval:

X *Wm Hefty*

William Hefty
Legal Counsel

X *D. T. Adams*

D. T. Adams
Sheriff

DINWIDDIE COUNTY
GENERAL TERMS AND CONDITIONS

1. **Laws, Regulations, and Courts.**
 - A. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
 - B. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
 - C. All solicitations or contracts issued by Dinwiddie County shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).
2. **Taxes.** Pursuant to Virginia Code Section 58.1-609.1(4), the County is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
3. **Anti-Discrimination Statement by County.** The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
4. **Anti-Discrimination Statement by Contractor.**
 - A. During the performance of the contract, the Contractor agrees to the following provisions.
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
5. **Immigration Reform and Control Act of 1986.** Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
6. **Drug-Free Workplace.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.
8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents who are users of the equipment, and employees from any claims, damages and actions, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment furnished by the Contractor or any services of any kind or nature negligently furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.
9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

Minimum Insurance Coverage and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and

advertising injury, products and completed operations coverage. The “County of Dinwiddie, Virginia, its Officers, agents, and employees” shall be included as additional insured on a primary basis under a blanket additional insured endorsement and. Such additional insured status shall be primary without participation by County’s insurers.

4. Automobile Liability - \$1,000,000 combined single limit.
5. Professional Liability - \$1,000,000 per claim and in the aggregate.

10. **Debarment Status.** The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**

- A. Contractor shall provide the County with a complete and accurate IRS Form W-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted by the contractor to Dinwiddie County Accounts Payable via email to accounting@dinwiddieva.us or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- D. The preferred method of payment for invoices under \$5,000 is with a VISA Credit Card. If the vendor accepts VISA payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- G. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full will be made in accordance with this contract. Charges which appear to be non-compliant will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- H. The Contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the County and the subcontractor(s) within seven days, in writing of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
- I. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the County, except for amounts withheld as states in Section g above.
- J. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor’s obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. **Availability of Funds.** It is understood and agreed between the parties that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board

of Supervisors to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract. This contract contingency will be satisfied upon the County's issuance of a purchase order in the full amount to Contractor prior to Contractor's performance hereunder.

13. **Assignment of Contract.** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
14. **Default.** It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs with prior notice to Contractor. This remedy shall be in addition to any other remedies which the County may have.
15. **Changes to the Contract.** All contract modifications must be approved by the Dinwiddie County Administrator or his designee. The County will not assume responsibility for the cost of any changes made without proper written consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or

any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

4. Nothing in this Section will require Contractor to disclose its confidential or proprietary costs and pricing data that was not disclosed in this contract.

16. Termination of Contract.

A. Termination for Cause.

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.
2. Prior to termination of the contract, the County shall give the Contractor and his surety fifteen (15) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said fifteen (15) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the fifteen-day (15) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than fifteen (15) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

B. Termination for Convenience

1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all

subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- All amounts then otherwise due under the terms of this contract as of the latest request for payment,
- Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
- Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.

17. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

18. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period; Any audits shall be mutually agreed upon (time and date) and are limited to records directly pertinent to the performance under the Agreement. Under no circumstances will MSI be required to disclose product cost data and other confidential or proprietary information of MSI.

19. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. Contractor will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Contractor or the Contractor Software ("Contractor Product") directly infringes a United States patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: Customer promptly notifying Contractor in writing of the Infringement Claim; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim. If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Customer a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards. Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Contractor Product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product; (c) Contractor Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Contractor Product by a party other than Contractor; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement. In no event will Contractor's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from Customer from sales or license of the infringing Contractor Product.

DINWIDDIE COUNTY
SPECIAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CONTRACTS

1. **Compliance with FEMA Policy.** FEMA financial assistance may be used to fund services of this contract. In addition to complying with Section 1 of the General Terms and Conditions, the contractor must also comply with all applicable FEMA policies, procedures and directives.
2. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
3. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Dinwiddie County, the contractor, or any other party pertaining to any matter resulting from the contract.
4. **Equal Employment Opportunity.** This section applies to construction contracts. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph a and the provision of paragraphs a-g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. **Compliance with the Copeland “Anti-Kickback” Act**

- a. This section applies to construction contracts in excess of \$2,000 paid for by the one of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program.
- b. Contract. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this contract.
- c. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. **Contract Work Hours and Safety Standards Act**

- a. This section is applicable on contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- d. **Withholding for unpaid wages and liquidated damages.** Dinwiddie County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

e. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **Clean Air Act.**

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County, and understands and agrees that the County will, in turn, report each violation as required to assure notifications to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. **Federal Water Pollution Control Act.**

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. §1251 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Dinwiddie County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Dinwiddie County and the Commonwealth of Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Procurement of Recovered Materials.** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. Access to Records

- a. The contractor agrees to provide Dinwiddie County, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

12. DHS Seal, Logo and Flags. The contractor shall not use the US Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION OF ANTI-LOBBYING

The undersigned Motorola Solutions, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Motorola Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Michael Leonard

Signature of Contractor's Authorized Official

Michael Leonard, MSSSI Territory Vice President

Name and Title of Contractor's Authorized Official

11/5/2020 | 10:33 AM EST

Date



August 28, 2020

Quote # 082820MEB02

**Dinwiddie County
Sheriff's Office
Quotation
Attention: Denice Crowder**



APX8500 All Band Mobile Subscriber



DINWIDDIE COUNTY					
QTY	MODEL	ITEM	UNIT LIST	UNIT CONT	EXTD CONT
	NUMBER	DESCRIPTION	PRICE	PRICE	PRICE
		MOBILE RADIOS			
10	M37TSS9PW1AN	APX8500 700/800MHz & VHF MP MOBILE	\$ 4,770.00	\$2,862.00	\$ 28,620.00
10	G51AT	ENH: SMATZONE OPERATION	\$ 1,500.00	\$ 900.00	\$ 9,000.00
10	B18CR	ADD: AUXILIARY SPEAKER 7.5 WATT	\$ 60.00	\$ 36.00	\$ 360.00
10	GAO1517AA	DEL: NO J600 ADAPTER CABLE NEEDED	\$ -	\$ -	\$ -
10	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$ 300.00	\$ 180.00	\$ 1,800.00
10	GA00580AA	ADD: TDMA OPERATION	\$ 450.00	\$ -	\$ -
10	GA09001AA	ADD: WIFI CAPABILITY	\$ 300.00	\$ 180.00	\$ 1,800.00
10	GA09007AA	ADD: OUT OF THE BOX PROVISIONING	\$ -	\$ -	\$ -
10	GA05509AA	DEL: DELETE UHF BAND	\$ (800.00)	\$ (480.00)	\$(4,800.00)
10	W22BA	ADD: PALM MICROPHONE APX	\$ 72.00	\$ 43.20	\$ 432.00
10	GA00250AA	ADD: WIFI/GNSS FLEXIBLE CABLE LMR195	\$ 100.00	\$ 60.00	\$ 600.00
10	G174AG	ADD: ANT 3DB LOW PROFILE 762-870MHz	\$ 43.00	\$ 25.80	\$ 258.00
10	GA01670AA	ADD: APX E5 CONTROL HEAD	\$ 572.00	\$ 343.20	\$ 3,432.00
10	GA00318AF	ADD: 5Y ESSENTIAL SERVICE	\$ 335.00	\$ 335.00	\$ 3,350.00
10	G843AH	ADD: AES ENCRYPTION AND ADP	\$ 475.00	\$ -	\$ -
10	667EH	ADD: REMOTE MOUNT E5 MP	\$ 297.00	\$ 178.20	\$ 1,782.00
10	G806BL	ENH: ASTRO DIGITAL CAI OPER APX	\$ 515.00	\$ 309.00	\$ 3,090.00
10	H1919A	MULTIPLEXER QMA	\$ 250.00	\$ 192.50	\$ 1,925.00
10	HKLN4647A	ANTENNA WHIP 1/4 WAVE 150.8-162MHz	\$ 65.00	\$ 50.05	\$ 500.50
		TOTAL			\$ 52,149.50

ADDITIONAL INFORMATION:

- Prices are reflective of Diwiddie County, Virginia Contract
- Delivery is 4 weeks ARO
- Terms are NET 30 DAYS
- Quotation is effective for 90 days
- Include the billing address on the purchase order
- Include the street shipping address on the purchase order



MAKE PURCHASE ORDER TO MOTOROLA SOLUTIONS, INC.

Send the Purchase Order to:

Michael Bolton

Radio Communications of Virginia, Inc.

1282 Mountain Road

Glen Allen, VA 23060

(804) 337-9014

mbolton@rcvinc.com

The purchase order will be entered with Motorola Solutions, Inc. The radios will ship to Dinwiddie County.



August 28, 2020

Quote # 082820MEB01

**Dinwiddie County
Sheriff's Office
Quotation
Attention: Denice Crowder**

ASTRO



ASTRO® Digital APX 8000 Portable Subscriber



DINWIDDIE COUNTY					
QTY	MODEL	ITEM	UNIT LIST	UNIT CONT	EXTD CONT
	NUMBER	DESCRIPTION	PRICE	PRICE	PRICE
PORTABLE RADIOS					
10	H91TGD9PW6AN	APX8000 700/800MHz, VHF & UHF MOD. 2.5	\$ 5,983.00	\$ 3,539.80	\$ 35,398.00
10	H82AU	ADD: SINGLE UNIT PACKAGING	\$ -	\$ -	\$ -
10	H38BS	ADD:SMATZONE OPERATION	\$ 1,500.00	\$ 900.00	\$ 9,000.00
10	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 180.00	\$ 1,800.00
10	QA00580AA	ADD: TDMA OPERATION	\$ 450.00	\$ -	\$ -
10	QA09001AB	ADD: WIFI CAPABILITY	\$ 300.00	\$ 180.00	\$ 1,800.00
10	QA09007AA	ADD: WIFI OUT OF THE BOX PROVISIONING	\$ -	\$ -	\$ -
10	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 309.00	\$ 3,090.00
10	Q887AU	ADD: 5Y ESSENTIAL SERVICE	\$ 216.00	\$ 216.00	\$ 2,160.00
10	Q629AH	ADD: AES ENCRYPTION AND ADP	\$ 475.00	\$ -	\$ -
10	NNTN8863A	CHARGER, SINGLE UNIT, IMPRES 2 US PLUG	\$ 187.00	\$ 143.99	\$ 1,439.90
10	PMNN4486A	BATTERY IMPRES 2 LIION IP67 3400T	\$ 163.00	\$ 125.51	\$ 1,255.10
10	PMLN7904A	CARRY CASE APX8000 SWLBL TIA BATTERY	\$ 79.00	\$ 60.83	\$ 608.30
10	PMLN6129A	IMPRES 2 WIRE W/TRANS TUBE BLACK	\$ 125.66	\$ 96.76	\$ 967.60
10	RLN4764A	LEFT EARPIECE MEDIUM	\$ 20.50	\$ 15.79	\$ 157.90
10	MNM6274B	IMPRES XP RSM FOR APX W/DUAL MIC NC	\$ 368.50	\$ 283.75	\$ 2,837.50
		TOTAL			\$ 60,514.30

ADDITIONAL INFORMATION:

- Prices are reflective of Dinwiddie County, Virginia Contract
- Delivery is 4 weeks ARO
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MAKE PURCHASE ORDER TO MOTOROLA SOLUTIONS, INC.

Send the Purchase Order to:

Michael Bolton

Radio Communications of Virginia, Inc.

1282 Mountain Road

Glen Allen, VA 23060

(804) 337-9014

mbolton@rcvinc.com

The purchase order will be entered with Motorola Solutions, Inc. The radios will ship to Dinwiddie County.

Certificate Of Completion

Envelope Id: A68D304415704BD7B736272B1ECA3F4A

Status: Completed

Subject: Contract with Motorola for Additional Radios

Source Envelope:

Document Pages: 23

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hc Casey@dinwiddieva.us

Envelopeld Stamping: Enabled

IP Address: 139.60.228.178

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Hollie Casey

Location: DocuSign

11/2/2020 | 03:02 PM

hc Casey@dinwiddieva.us

Signer Events

Signature

Timestamp

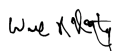
William Hefty

bill@heftywiley.com

Legal Counsel

County of Dinwiddie

Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device
Using IP Address: 96.253.104.118

Sent: 11/2/2020 | 03:11 PM

Viewed: 11/3/2020 | 08:13 AM

Signed: 11/3/2020 | 08:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

D. T. Adams

dadams@dinwiddieva.us

Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device
Using IP Address: 174.226.7.2
Signed using mobile

Sent: 11/3/2020 | 08:14 AM

Viewed: 11/4/2020 | 08:53 AM

Signed: 11/4/2020 | 08:56 AM

Electronic Record and Signature Disclosure:

Accepted: 11/4/2020 | 08:53 AM

ID: 0b841c32-40f8-4f73-9254-b1d21b20658c

Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 139.60.228.178

Sent: 11/4/2020 | 08:56 AM

Viewed: 11/4/2020 | 12:41 PM

Signed: 11/4/2020 | 12:41 PM

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM

ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4

Company Name: Dinwiddie County

Michael Leonard

ross.wolfe@motorolasolutions.com

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 140.101.95.250

Sent: 11/4/2020 | 12:41 PM

Viewed: 11/4/2020 | 12:52 PM

Signed: 11/5/2020 | 10:33 AM

Electronic Record and Signature Disclosure:

Accepted: 11/4/2020 | 12:52 PM

ID: f1a006f3-62e0-46d1-8064-92260515102b

Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 139.60.228.178	Sent: 11/5/2020 10:33 AM Viewed: 11/5/2020 10:53 AM Signed: 11/5/2020 10:54 AM

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Denice Crowder dcrowder@dinwiddieva.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/5/2020 10:54 AM Viewed: 11/5/2020 12:45 PM
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William Knott wknott@dinwiddieva.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/22/2020 12:51 PM ID: 103cc59a-0bb1-4846-a5a1-af0f2aad1b3e Company Name: Dinwiddie County	COPIED	Sent: 11/5/2020 10:54 AM Viewed: 11/5/2020 11:14 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/2/2020 03:11 PM
Certified Delivered	Security Checked	11/5/2020 10:53 AM
Signing Complete	Security Checked	11/5/2020 10:54 AM
Completed	Security Checked	11/5/2020 10:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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