City of Long Beach 27106

Transaction Document No. 16 to Master Purchase Agreement No. 27106

Motorola, Inc. ("Motorola") and the City of Long Beach ("Buyer") enter this Transaction Document pursuant to the terms and conditions of Master Purchase Agreement No. 27106, wherein Buyer will purchase from Motorola and Motorola will sell to Buyer the radios with accessories as further described in Exhibit A in an aggregate amount not to exceed \$211,160.14 including tax. Payment is net 30 days from invoice. Exhibit A may be changed if necessary by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date last stated below.

January 8, 2010

MOTOROLA, INC

Officer's Title MSSI Vij

"Motorola"

Feb 16, 2010

CITY OF LONG BEACH

Assistant City Manager

City Warrage

TO SECTION 301 OF

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This Transaction Document No. 16 is hereby approved as to form on $\underline{\sim}$ 2010.

ROBERT E. SHANNON, City Attorney

Gary J. Anderson

Deputy Oity Attorney



EXHIBIT A

Date: Jan. 08, 2010

Account Manager - Rodney Hughes

1307 E Algonquin Rd Schaumburg, IL 60196

Quote #: 010810rhq2

Prepared By:

Rodney Hughes

Phone: 805-390-7782

Fax: (847) 761-1458

CUSTOMER #: 1035119157

REPARED FOR: Robert Uribe

Robert Uribe

Bill To Please provide

Ship to Please provide

COMPANY: City of Long Beach Police Dept PHONE: 562-570-4801

Address:

Address:

FAX:

Qty.	<u>Model</u>	<u>Description</u>	<u>Unit Price</u>	Total Price
		(Single VHF Control Head XTL 5000)		
0	M20KSS9PW1 N	XTL 5000 VHF MOBILE 10-50 WATT 136-174 MHZ	\$1,167.66	0.00
0	G806	ENH: DIGITAL CAI OPERATION	\$401.70	0.00
0	G48	ENH: CONVENTIONAL OPERATION	624.00	0.00
0	G442	ADD: XTL5000 '05' CONTROL HEAD	336.96	0.00
0	G444	XTL5000 '05' CONTROL HEAD SOFTWARE	0.00	0.00
0	G67	ADD: REMOTE MOUNT	231.66	0.00
0	W22	ADD: PALM MICROPHONE	56.16	0.00
0	W432	ADD: INCREASED AUDIO POWER 13W	82.68	0.00
0	G89	NO ANTENNA NEEDED	0.00	0.00
0	G799	ADD: PRINTED TEST RESULTS	0.00	0.00
			\$2,900.82	
		(UHF Single Control Head XTL 5000)		
52	M20SSS9PW1 N	XTL 5000 UHF R2 450-520 MHZ 10-45 WATT	\$1,167.66	60,718.32
52	G806	ENH: DIGITAL CAI OPERATION	401.70	20,888.40
52	G51	ENH: SMARTZONE OPERATION	1,170.00	60,840.00
52	G361	ENH: PROJECT 25 9600 BAUD TRUNKING SOFTWARE	234.00	12,168.00
52	G442	ADD: XTL5000 '05' CONTROL HEAD	336.96	17,521.92
52	G444	XTL5000 '05' CONTROL HEAD SOFTWARE	0.00	0.00
52	G67	ADD: REMOTE MOUNT	231.66	12,046.32
52	W22	ADD: PALM MICROPHONE	56.16	2,920.32
52	W432	ADD: INCREASED AUDIO POWER 13W	82.68	4,299.36
52	G89	NO ANTENNA NEEDED	0.00	0.00
52	G799	ADD: PRINTED TEST RESULTS	0.00	0.00
52	G610	REMOTE MOUNT CABLE 30 FT	19.20	998.40
			3,700.02	

Qty.	<u>Model</u>	<u>Description</u>	Unit Price	Total Price,
0	M20URS9PW1 N	XTL 5000 MOBILE 10-35 WATT, 764-870MHZ	\$1,167.66	۰ 0.00
0	G806	ENH: DIGITAL CAI OPERATION	401.70	0:00
0	G51	ENH: SMARTZONE OPERATION	1,170.00	0.00
0	G361	ENH: PROJECT 25 9600 BAUD TRUNKING SOFTWARE	234.00	0.00
0	G442	ADD: XTL5000 '05' CONTROL HEAD	336.96	0.00
0	G444	XTL5000 '05' CONTROL HEAD SOFTWARE	0.00	0.00
0	G610	ADD: REMOTE MOUNT CABLE ? 10 METERS (30 FT)	19.75	0.00
0	G67	ADD: REMOTE MOUNT	231.66	0.00
0	W22	ADD: PALM MICROPHONE	56.16	0.00
0	W432	ADD: INCREASED AUDIO POWER 13W	82.68	0.00
0	G89	NO ANTENNA NEEDED	0.00	0.00
0	G799	ADD: PRINTED TEST RESULTS	0.00	0.00
0	G625	ADD: DES/DES-XL/DES-OFB ENCRYPTION	467.22	0.00
0	G159	ADD: ENCRYPTION UCM HARDWARE	117.00	0.00
0	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	257.40	0.00
			4,542.19	
0	HMN1090	SPARE PALM MICROPHONE	63.75	0.00
0	SI427 B	PERFORMANCE BOND (COVERS EQUIPMENT AND TAX)	2,239.84	0.00

QUOTE PAGE TOTAL	\$211,160.14		
	SUBTOTAL: TAX (9.75%):	\$192,401.04 \$18,759.10	

THIS QUOTE IS BASED ON THE FOLLOWING:

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

Purchaser will be responsible for shipping costs, which will be added to the invoice.

Prices quoted are valid for thirty(30) days from the date of this quote.

Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.