

**MODIFICATION # 9  
TO  
CONTRACT NUMBER 2001-035  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
MOTOROLA, INC.**

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia through its Department of State Police, hereinafter referred to as "State" or "Commonwealth," and Motorola, Inc., hereinafter referred to as "Motorola," which modifies Contract Number 2001-035 (the "Contract") between the parties. This Modification #9 is hereby incorporated into and made an integral part of the Contract effective July 13, 2004. This Modification will be effective as of the last date signed below.

The purpose of this Modification #9 is to adjust the Contract Price to include the Equipment and Services for Motorola to connect the tower site to the console site for the Division One Headquarters.

Both parties agree to the following:

1. **Description of this Modification.**

Motorola will provide the multiplex Equipment including installation, testing, and optimization in order to connect the new Communications shelter at 1<sup>st</sup> Division to the new Communications Center console site at the Division One Headquarters.

2. **Modification Pricing**

The chart below details the increase in the Contract Price based upon this Modification that is detailed in Attachment A – Pricing, which is attached hereto and fully incorporated herein:

<b>Equipment Description</b>	<b>Equipment Price</b>	<b>Services Price</b>	<b>Total Adjustment To Contract Price Combined (M&amp;L)</b>
Multiplex Equipment and Services (installation, testing, and optimization)	\$47,198.00	\$ 9,087.00	<b>\$56,285.00</b>

3. **Contract Price Adjustment.**

Original Contract Value:	\$329,673,699.00
Amount of Previous Modifications numbered 1 through 4	\$ .00
Amount of Previous Modifications numbered 5 through 8 <sup>1</sup>	(\$1,540,046.39)
<b>Modification #13</b>	<b>\$203,082.91</b>
<b>Modification #14</b>	<b>\$588,931.34</b>
<b>This Modification #9</b>	<b>\$56,285.00</b>
<b>New Contract Value:</b>	<b>\$328,981,951.86</b>

4. **Contract Payment Terms.**

The payment term for the work described herein is net 30 days from date of invoice, to be billed upon execution of Modification.

5. **Completion Date Adjustments.**

None.

The foregoing is the complete and final expression of the parties' agreement to modify Contract 2001-035 and cannot be modified, except by a writing signed by duly authorized representatives of both parties. If there are any inconsistencies between the provisions of this Modification and the provisions of the Contract, the provisions of this Modification will prevail.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND SHALL REMAIN IN FULL FORCE.**

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<sup>1</sup> Modification #8 was cancelled by the Commonwealth.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT MODIFICATION.

**MOTOROLA, INC.**

**COMMONWEALTH OF VIRGINIA**

Department of State Police

BY: (Signature on File)  
Michael Archbold  
Motorola Project Manager

BY: (Signature on File)  
Colonel W. Steven Flaherty  
Superintendent

DATE: June 28, 2006

DATE: June 29, 2006

Reviewed:

Reviewed:

BY: \_\_\_\_\_  
Judith M. Alexander, Esq.  
Commercial Attorney – Law Department

BY: (Signature on File)  
Patricia T. Trent, CPPB, VCO  
Procurement and Contract Officer

DATE: \_\_\_\_\_

DATE: June 28, 2006

**Attachment A to Modification #9  
Total Equipment and Services**

Item	Model Number	Description	Division Communications Building (Tower Site)	Division One Headquarters (Console Site)	Qty	Price
<b><u>EQUIPMENT</u></b>						
<b>1.00</b>	<b>OPTION A</b>	<b>Fujitsu Optical Mux 4100 (Protected OC-3 and DS1)</b>				
1.01	9900696-00	FUJITSU,FLASHWAVES 4100 SHELF,LARGE	1		1	
1.02	9900700-00	FUJITSU,FLASHWAVES MICROPROCESSOR	1		1	
1.03	9900691-00	FUJITSU,FLASHWAVES 4100 HEAT BAFFLE	1		1	
1.04	9900692-00	FUJITSU,FLASHWAVES 4100 FILLER PANEL	10		10	
1.05	9900697-00	FUJITSU,FLASHWAVES 4100 OC-3 HS OPTICS	2		2	
1.06	9900693-00	FUJITSU FLASHWAVES 4100 14 DS1 / CARD	2		2	
1.07	9901121-00	FUJITSU,FLASHWAVES 4100 SHELF COVER	1		1	
1.08	9901144-00	FUJITSU, UNIVERSAL CD ROM DOC	1		1	
1.09	9900703-00	FUJITSU,FLASHWAVES 4100 MAIN A/B PWR 8FT	1		1	
1.10	9901130-00	Fujitsu 4300 OC-3 (DUAL Port) 1310 SR, Std. Temp LC		1	1	
1.11	MLN7072A	7.5-foot x 19-inch Rack and Mount Radio	1		1	
1.12	9900653-00	TRIMM,757001921,FUSE PANEL,+/-48/24V	1		1	
1.13	9901212-00	SHAXON, 3FT DSX CABLE	1		1	
1.14	9901212-01	SHAXON, 4FT DSX CABLE	1		1	
1.15	9901212-02	SHAXON, 6FT DSX CBL	2		2	
1.16	9901119-00	TELECT, 28 TERMINAL XCONNECT	1		1	
1.17	9901120-00	TELECT, 28 TERMINAL RJ48 INTERFACE	1		1	
1.18	DS0401000006	TELECT 040-1000-006 72-inch BANTAM CABLE	2		2	
					<b>Total Equipment</b>	<b>\$47,198</b>
<b><u>SERVICES</u></b>						
Services		Install, Test, and Optimize Multiplex Equipment	1		1	
SI PM		1 Person Day			1	
SI Engineering		1 Person Day			1	
Warranty		In accordance with terms and conditions of Contract.			1	
					<b>Total Services</b>	<b>\$9,087</b>
<b>MODIFICATION # 9 - TOTAL EQUIPMENT AND SERVICES</b>						<b>\$56,285</b>