

## **SWC# 424 – Motorola Radio Equipment and Services** **Contract Information and Usage Instructions**

**Summary/Background Information:** The State has restructured its Supply Base in order to support the three most important Radio Equipment suppliers used by the State and Local Governments. Instead of the nine suppliers contracted under the old radio contract SWC 418 we have established two SWC's; SWC 423 to cover the products and services of JVCKenwood and BK Technologies. The JVCKenwood and BK Tech contracts are under the overall Naspo Participating Addendum to contract 06913 Public Safety Radio Equipment and SWC 424 which is a State of Tennessee contract dedicated to Motorola Solutions Products and Services. All radio contracts are catalog based.

### **Contractor/Edison Contract Number:**

Motorola Solutions, Inc.

Edison Contract Number: 65725

### **Contract Period:**

Term: 5-Years

Start: March 15, 2020

Expiration: March 14, 2025

### **Contacts:**

#### **State Contact Information**

Contract Administrator:

Richard Kotler

Central Procurement

(615)-253-4723

[Richard.Kotler@tn.gov](mailto:Richard.Kotler@tn.gov)

#### **Contractor Contact**

Account Executive

Mike Wagner

303-859-1332

[mike.wagner@motorolasolutions.com](mailto:mike.wagner@motorolasolutions.com)

### **Access to Contract Documents Online:**

1. Please check the following URL to ensure you are viewing the most recent version of the usage instructions:

<https://www.tn.gov/content/tn/generalservices/procurement/central-procurement-office-cpo-/state-agencies-/statewide-contract-instruction--swc-.html>

2. Click on the "Statewide Contract (SWC) Search" The link below will take you to the

### Statewide Contract List.

- Scroll down the list of contracts and locate the contract number you need. Click on the picture of a folder under the “Details” column.
- You will get a rectangular box and one of the columns (to the right) will say “Contract Documents”, and below will be a picture of a file folder, click on it and you will get a new box with multiple contract documents shown. Click on the picture of the document to view the attachment.

[https://hub.edison.tn.gov/psp/paprd/SUPPLIER/ERP/c/TN\\_PUBLIC\\_SUPPLIER.TN\\_ACTIVE\\_SWC\\_CM.P.GBL?Page=TN\\_ACTIVE\\_SWC&Action=U&ExactKeys=Y&TargetFrameName=None](https://hub.edison.tn.gov/psp/paprd/SUPPLIER/ERP/c/TN_PUBLIC_SUPPLIER.TN_ACTIVE_SWC_CM.P.GBL?Page=TN_ACTIVE_SWC&Action=U&ExactKeys=Y&TargetFrameName=None)

### Motorola Tennessee Dealer Network

- **Critical Tech Solutions (CTS)** 2948 Middlebrook Pike, Knoxville, TN : Contact: Mark Dorn, 865-202-6603, Email: mark@criticalts.com
- **Metro Communications, LLC**, 1210 Elm St Knoxville, TN: Contact: Jimmy Hayes, 865-546-0311, Email: jimmy.hayes@metrocomm2way.com
- **Integrated Communications, Inc.**; 6630 Reese RD Memphis, TN: Contact: Jim Marineau, 901-366-4412; Email: jim.marineau@iciwireless.com
- **Nashville Communications**: 330 Plus Park Blvd Nashville, TN: Contact: Lance Marrow, 615-255-5670; Email: lanec@nashvillecomm.com
- **Mobile Communications of America (MCA)**: 1201 Crutchfield St Chattanooga, TN: Contact: Danny Moseley, 423-698-3306; Email: dannyloseley@callmc.com
- **Wireless Plus, Inc.**: 1136 Myatt BLVD, Madison, TN; 615-333-0108; Contact: Mark Walker, Email: mwalker@wirelessplusinc.com
- **Gemini Communications**: 318 Baker ST, Murfreesboro, TN: Contact: Jim Lowe; 615-895-5956; Email: Jim\_Lowe@bellsouth.net
- **Integrated Communication, Inc.**: 335 Bellevue ST Jackson, TN; Contact: John Atkinson, 731-427-9851, Email: John.atkinson@iciwireless.com

### Use of Third Party Resellers

#### State Agencies

1. The provisions of the contracts do not permit direct transactions or establishment of a legal obligation with the contracted parties resellers by State Agencies. Although the contracted party may have their reseller network perform work, such as, warranty, on-site installation, repair or other activities for the contracted party. This work must be the

result of a transaction initiated between the State and the Contracted Party (Contractor) where the Contracted Party incurs a legal obligation pursuant to the Terms and Conditions of the Contract. Examples of the transactions to the Contracted Party are, but not limited to: Issuance of a Purchase Order for Goods and or Services, Performance/Response to a Warranty Claim, Issuance and response to a Return Material Authorization, and Performance of Maintenance/Repair services that have been purchased and Premium Service Plans.

2. It is incumbent upon the Contracted Party to be the entity that receives requests for quotes, receives purchase orders from the State, be responsible for the shipment of purchased goods, be the party to submit invoices to the State and, in turn, be the recipient of payment for all goods and services provided. The State will not issue Purchase Orders to, nor pay for contracted goods and services to any third party that may perform any services, on behalf of the contracted party, that are covered by this Statewide Contract.

Authorized Users -- Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies.

The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b) Tennessee local governmental agencies;
- c) the board of trustees of the University of Tennessee system, the Tennessee board of regents system, or the State university boards;
- d) any private nonprofit institution of higher education chartered in Tennessee; and,
- e) any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services or the Department of Intellectual and Developmental Disabilities to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

**Local Government Entity Instructions:**

1. Local governments and other eligible entities are encouraged to use this contract.
2. Local entities should contact the vendor with respect to how they would like to conduct business transactions.
3. The State requires the Contractor to report all sales to Local Government entities making use of the State contract.

