

**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B2200101**

CONTRACTOR	MOTOROLA SOLUTIONS INC
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CONTRACT SUMMARY

MPSCS RADIO & WIRELESS RELATED COMMUNICATIONS EQUI

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 6, 2012	January 5, 2017	5 - 1 Year	January 5, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		As required per authorizing Delivery Order (DO)	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		January 5, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$232,401,721.00	\$200,000.00	\$232,601,721.00		

DESCRIPTION

Effective June 10, 2019 this contract will add the NICE information application suite for incident information management solutions and the NICE Inform Recorder (NIR) for capturing audio telephony and radio communications with no additional funding per the request of MPSCS and as defined in the attached Motorola Proposal, and will add additional funding for the exclusive use of the DNR in the amount of \$200,000.00. The Contractor's Representative is changed to Mike Muskovin. The Contract Administrator is changed to Valerie Hiltz, DTMB.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.

FOR THE CONTRACTOR:

MOTOROLA SOLUTIONS INC

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Valerie Hiltz, Category Specialist

Name and Title

DTMB Procurement

Agency

Date

MPSCS RECORDING

NICE INFORM PROFESSIONAL RECORDING SOLUTION

APRIL 19, 2019

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TABLE OF CONTENTS

Section 1

System Description	1-1
1.1 Archiving Interface Server and Firewall	1-1
1.1.1 Archiving Interface Server (AIS) Equipment Overview	1-2
1.2 NICE Recorders and NICE Inform Application	1-2
1.2.1 NICE IP Radio Recorder	1-2
1.2.2 NICE Inform Recorder (NIR)	1-3

Section 2

Statement of Work—NICE Inform Professional Software Recording Solution	2-1
2.1 Contract	2-1
2.2 Manufacturing and Staging	2-1
2.2.1 Manufacture Motorola Solutions Equipment	2-1
2.2.2 Manufacture Non-Motorola Solutions Equipment	2-2
2.2.3 Ship Equipment to Field	2-2
2.3 Equipment Installation	2-2
2.3.1 MSP HQ—NCC and Server Room	2-2
2.3.2 Site Preparation Acceptance (Milestone)	2-3
2.4 NIR-AIS Installation	2-3
2.4.1 AIS-Firewall/LAN Switch	2-3
2.4.2 NICE Logging Recorder	2-3
2.4.3 System Installation Acceptance (Milestone)	2-3
2.5 System Optimization	2-4
2.5.1 Optimize System	2-4
2.5.2 Optimization Complete	2-4
2.6 Training	2-4
2.6.1 Perform Training	2-4
2.6.2 Training Complete	2-5
2.7 Audit and Acceptance Testing	2-5
2.7.1 Site Installation Quality Audit	2-5
2.7.2 Perform Functional Testing	2-5
2.7.3 System Acceptance Test Procedures (Milestone)	2-5
2.8 Finalize	2-6
2.8.1 Go-Live	2-6
2.8.2 Resolve Punchlist	2-6
2.8.3 Transition to Service	2-6
2.8.4 Finalize Documentation	2-7
2.8.5 Final Acceptance (Milestone)	2-7
2.9 Project Administration	2-7
2.9.1 Project Level Assumptions	2-7



2.10	Preliminary Schedule.....	2-8
Section 3		
	Warranty—NICE Inform Professional Recording	3-1
3.1	Warranty Coverage	3-1
Section 4		
	Equipment List—NICE Recording Solution.....	4-1
Section 5		
	Pricing Summary and Supporting Diagrams	5-1
5.1	Pricing Tables for Base System And Options	5-1
5.2	Payment Terms	5-2
5.3	One-Line Diagram for NICE System	5-2
5.4	Rack Face Diagram for Nice Equipment.....	5-3

SECTION 1

SYSTEM DESCRIPTION

The proposed solution combines the NICE Inform application suite for Incident Information Management Solutions, and the NICE Inform Recorder (NIR), for capturing audio telephony and radio communications.

This proposal is based on the following criteria:

- Customer's Cisco Unified Communications Manager (CUCM) is version 8.6–11.0, 11.5.
- MPSCS is responsible to ensure appropriate JTAPI licensing is installed and available prior to the scheduled dates of NICE installation.

This proposal provides for the recording of the following resources:

- Ten simultaneous Talk Paths from radio core 7.17.
- Four unencrypted analog orderwire lines.
- Nine Cisco Active VoIP recording with encrypted phones.

The NICE IP Radio Recorder server and the NICE Local Backup Server (LBS) together with the Archiving Interface Server (AIS) will be installed in the radio network per standard design. Proposal is to install them in the existing MPSCS equipment cabinet in the MPSCS/MSP server room located on the ground floor of the MSP HQ.

The NICE Inform Recorder (NIR) telephony recording server will record the analog orderwire lines and VoIP telephone lines and will be installed in customer network. The NICE Inform application will be cohabited on the NIR server, Control Room firewall is included in the equipment list to provide secure and routable network interface between the radio network and the customer network. Proposal is to create a 'stub' network that would host the telephone recorder server with NICE Inform application. NICE Inform Recorder (NIR) telephony recording server will be installed on a HP ProLiant server with 2 x 6 TB HDD.

1.1 ARCHIVING INTERFACE SERVER AND FIREWALL

- The Archiving Interface Server (AIS) provides an interface between the radio system and the NICE IP Radio Recorder. The AIS provides flexible, high-quality archiving services for audio and data associated with various types of calls and events associated with radio resources. The AIS is a server which allows an IP-based logging recorder to "log onto" the radio system and request IP talkgroup and IP conventional channel audio be directed to it for recording. Once configured by the logging recorder, the AIS sends the audio and any information associated with the call to the recorder.
- The user can configure the IP Logging Recorder to monitor and record a set of radio system resources (IP trunked or IP conventional). The AIS monitors the identified resources, passes call-control information to the logging sub-system via an API, and redirects audio for those monitored channels to the logging sub-system via the LAN. The logging recorder then records this information to its storage media.

- The AIS is comprised of a personal computer and a Voice Processing Module (VPM). Both the PC and the VPM have separate connections to the console site LAN switch. The VPM communicates with the AIS PC via Ethernet. There is no direct physical connection between the VPM and the PC.
- Secure calls can be handled in one of two ways in a radio system that employs encryption. The AIS can be configured to decrypt a secure call and pass the clear audio to the recorder along with the call control information. Or, it can be configured to only pass the call control information to the recorder and not pass any audio. This configuration is under the complete control of the customer.
- Since the AIS will be installed on the Radio Network on MPSCS' MCC7500 LAN while the NIR will be installed on the NCC's enterprise network, a firewall is required. Motorola Solutions has included a Fortinet Firewall for the interface between the NICE IP Radio Recorder and the NIR.

1.1.1 Archiving Interface Server (AIS) Equipment Overview

The proposal for MPSCS includes one AIS server that is to be installed on the existing MCC7500 console LAN. The AIS includes the following equipment:

- Computer workstation that will interface with the existing MCC7500 switch.
- Voice Processing Module (VPM) that will also interface with the existing MCC7500 switch. The VPM includes encryption capabilities for the AES, ADP, and DES-OFB algorithms. License for over-the-Ethernet keying (OTEK) will be included.
- The AIS equipment is to be rack-mounted in an existing customer-provided cabinet in the MPSCS/MSP server room on the ground floor of MSP headquarters.
- All talkgroups will be directed to the AIS via existing Ethernet connectivity from the Master Site to the NCC (site 50 dispatch site). No additional connectivity to the Master site will be required.

1.2 NICE RECORDERS AND NICE INFORM APPLICATION

1.2.1 NICE IP Radio Recorder

The NICE IP Logging Recorder works in conjunction with an Archiving Interface Server (AIS) utilizing an API that allows the recording system to specify which talkgroups and conventional channels will be recorded. Because this API allows call control data to be passed to the recorder system, our recording solution provides unique capabilities. Customers have the ability to:

- See a call originator's unit ID and/or alias.
- See the type of call initiated—talkgroup, emergency, conventional.
- See when certain radio events occurred—emergency acknowledgement/knockdown, changes in frequency or PL selection, etc.



The following types of radio system calls are capable of being processed via the AIS and recorded on the logging recorder:

- Trunked Talkgroup Call.
- Trunking Announcement Group Call.
- Trunking Emergency Call

The following types of trunked radio system events are capable of being processed via the AIS and recorded on the logging recorder:

- Call Alert.
- Emergency Alarm.
- Emergency Acknowledge.
- Emergency Knockdown.
- Repeater On/Off.
- Main/Alt Status.

The NICE IP Logging Recorder server is accompanied by Local Backup Server used to backup database and recordings.

1.2.2 NICE Inform Recorder (NIR)

NIR is a full-featured, compact recording solution designed to meet the needs of first responders, Integrated Command and Control Centers, law-enforcement agencies, and small contact centers. With its state-of-the-art architecture, NIR provides an affordable, easy-to-use and easily maintained solution. It comes with a wide range of features and benefits, and is designed to meet the needs of organizations seeking a powerful and cost-effective recording system. NIR bundles utilize standard HP Server hardware. NIR can record a variety of audio inputs. These include analog inputs (phone and radio), traditional digital telephones (TDM), and VoIP telephones—all within a single recording chassis.

The NIR server hosts the NICE Inform application. NICE Inform is a full-spectrum incident information management solution that captures, consolidates, manages, and analyzes incident information from multimedia sources for faster incident reconstruction, greater insight and improved response. NICE Inform is a browser-based application suite for organizations (Public Safety, Transportation, Utilities, etc.) that pieces together incidents in a visual and intuitive way; all laid out in a time sequence on a graphical display.

NICE Inform Organizer and Media Player (Optional)

NICE Inform Organizer and Media Player is a unique incident management application for information assembly, debriefing and distribution. This powerful application makes it easier to collect, organize and share multimedia content for investigations, while protecting chain of custody. Burning and carrying CDs and DVDs or emailing .wav files around in order to collaborate or share evidence with District Attorneys, investigators or others is no longer the only option. With NICE Inform, online information access is quickly becoming the new standard. Local or remote users can swiftly add NICE recordings or 3rd party content to this central repository of incident records via an intuitive web accessible interface.

Evaluator & Reporter—Quality Assurance (Optional)

Reviewing incidents to provide training and ensuring compliance with regulations and procedures is a large part of the supervisor everyday job. Evaluator & Reporter provides tools and features that make the job much easier—and make the supervisor more efficient and effective.

Evaluator is an application within the Inform GUI. This allows Supervisors to find and review recordings (ex: audio, Text-911 screens, etc.) as well as score/evaluate them from a single GUI interface. Evaluator meets both APCO/NENA and CALEA QA standards.

Supervisors can construct evaluation forms on-line using a wide variety of scoring/evaluating criteria. They can link each evaluation to the recordings, for easy review later. Evaluator also provides a Scheduler that allows supervisors to automate the call selection process (improving impartiality and efficiency).

Evaluator also offers integration into AQUA (Priority Dispatch) and APCO 9-1-1 Advisor (Smart Horizons).

There are two types of reports. First, Reporter can show a variety results and trends for the Quality Assurance results in Evaluator. Second, Reporter can generate a usage report. Reporter can show data such as which channels or Talk Groups are busiest, what time of day has the most traffic, etc. Reporter also allows Supervisor to set up a customized dashboard to monitor the data that is most interesting to them.

Table 1-1: Server Specifications

Component	HP Quick Specs	Weight (lbs.)*	Height (in)	Width (in)	Depth (in)	Height in Rack Units (RU)
Motorola Solutions IP Logger (HP DL 360p Gen10)	Link	33.3	1.70	17.2	27.5	1.0
Motorola Solutions IP LoggerBackup (HP DL 360p Gen10)	Link	33.3	1.70	17.2	27.5	1.0
NIR Server-ML350 Gen9 or Gen10	Link	121.0	8.58	17.5	29.4	5.0

Table 1–2: HP Parts Specifications

Purpose	HP Parts and Description
NIR Base Telephony Bundle Server	<p>HPE Proliant ML350 G10 4U Tower Server Processor(s)–2 x Intel Xeon Bronze 3106 (1.7GHz/8–core/85W) Memory–32GB (2 x 16GB RDIMM 2R 2666 MT/s) Hard Drive(s)–(2) 2TB 3.5" Internal Hard Drive–SAS–7200rpm–Hot Pluggable Network Controller–Embedded 4–port 1GbE Storage Controller–P408i–a/2GB + Smart Storage Battery PCIe Slots–4 Slots (x16, x8, x16, x8) Power Supply–(2) 500w Platinum Hot Plug Tape Drive 500 GB RDX Technology Internal Hard Drive Cartridge–USB 3.0 Fans–6 Standard Management–HPE iLO Standard with Intelligent Provisioning (embedded) Tower to Rack Conversation Kit Warranty–3–year parts, 3–year labor, 3–year onsite support with next business day response.</p>
MCC 7500 Radio Logger	<p>HPE Proliant DL360 G10 1U Rack Server Processor(s)–1 x Intel Xeon–Silver 4110 (2.1GHz/8–core/85W) Memory–32GB (2 x 16GB RDIMM 2R 2666 MT/s) Hard Drive(s)–(2) 2TB 2.5" Internal Hard Drive–SAS–7200rpm–Hot Pluggable Network Controller–Embedded 4–port 1GbE Storage Controller–P408i–a/2GB + Smart Storage Battery PCIe Slots–2 PCIe: 1 x 16 FH/1 x 8 LP Power Supply–(2) 500w Platinum Hot Plug Fans–5 Standard Management–HPE iLO Standard with Intelligent Provisioning (embedded) SFF Easy Install Rail Kit Warranty–3–year parts, 3–year labor, 3–year onsite support with next business day response.</p>

Purpose	HP Parts and Description
MCC 7500 Radio Logger Backup Server LBS	HPE Proliant DL360 G10 1U Rack Server Processor(s)–1 x Intel Xeon–Silver 4110 (2.1GHz/8–core/85W) Memory–16GB (1 x 16GB RDIMM 2R 2666 MT/s) Hard Drive(s)–(6) 1TB 2.5" Internal Hard Drive–SATA –7200rpm–Hot Pluggable Network Controller–Embedded 4–port 1GbE Storage Controller–P408i–a/2GB + Smart Storage Battery PCIe Slots–2 PCIe: 1 x 16 FH/1 x 8 LP Power Supply–(2) 500w Platinum Hot Plug Fans–5 Standard Management–HPE iLO Standard with Intelligent Provisioning (embedded) SFF Easy Install Rail Kit Warranty–3–year parts, 3–year labor, 3–year onsite support with next business day response.
KVM	1U Rack Mountable 17" LCD Drawer, 1U Rack Mountable Black 16 Port KVM Kit, includes (6) 6' USB Cables, (4) 10' USB Cables, (6) 6' PS2 cables, (4) 10' PS2 cables, External Speaker Set

SECTION 2

STATEMENT OF WORK—NICE INFORM PROFESSIONAL SOFTWARE RECORDING SOLUTION

2.1 CONTRACT

- Terms and Conditions of State of Michigan Contract # 071B2200101.
- This SOW provides the most current understanding of the work required by both parties to ensure a successful implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Detailed Design Reviews (DDR's), and any other change orders.

2.2 MANUFACTURING AND STAGING

2.2.1 Manufacture Motorola Solutions Equipment

Motorola Solutions Responsibilities

- Manufacture the console equipment necessary for the system based on equipment order.

MPSCS Responsibilities

- None.

Completion Criteria

- Equipment shipped to the field.

2.2.2 Manufacture Non–Motorola Solutions Equipment

Motorola Solutions Responsibilities

- Manufacture (third party equipment suppliers) non–Motorola Solutions equipment necessary for the system based on equipment order.

MPSCS Responsibilities

- None.

Completion Criteria

- Ship non–Motorola Solutions manufactured equipment to the field.

2.2.3 Ship Equipment to Field

Motorola Solutions Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

MPSCS Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to the field.
- All equipment shipped to the field.

2.3 EQUIPMENT INSTALLATION

2.3.1 MSP HQ—NCC and Server Room

Motorola Solutions Responsibilities

- Define electrical requirements for equipment installation in MPSCS provided facilities.
- Relocate existing non–Motorola Solutions equipment, if needed, to provide required space for the installation of Motorola Solutions–supplied equipment.

MPSCS Responsibilities

- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide existing AC power (dedicated 20 Amp AC outlets–simplex with ground) for each major piece of equipment within six (6) feet of the location of the Motorola Solutions–supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide existing HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola Solutions–provided equipment) based upon our R–56 Standards and Guidelines for Communication Sites.
- Provide floor space and desk space for the system equipment at MPSCS provided facilities.
- Complete all customer deliverables in accordance within the approved project schedule.



Completion Criteria

- NCC and server room are ready for equipment installations in compliance with our R56 Standards and Guidelines for Communication Sites.

2.3.2 Site Preparation Acceptance (Milestone)

- All site preparation is complete and accepted by the MPSCS.

2.4 NIR–AIS INSTALLATION

2.4.1 AIS–Firewall/LAN Switch

Motorola Solutions Responsibilities

- Install and configure the proposed Archiving Interface Server (AIS) in first floor server room.
- Install and configure the proposed firewall.
- Install and configure the proposed HP LAN switch.

MPSCS Responsibilities

- Provide IP addresses for the new customer network.

2.4.2 NICE Logging Recorder

Motorola Solutions Responsibilities

- Install the proposed NICE Radio IP Logger server in first floor server room.
- Install the proposed NICE LBS server in first floor server room.
- Install the NICE NIR telephone server.
- Install the NICE Inform application server.
- Install the NICE playback workstation in the NCC and integrate it into existing monitors.
- Load the base bundle recorder software.
- Load NICE Inform software.
- Load QA Evaluator software.
- Load CastleRock SNMP software.

MPSCS Responsibilities

- Provide required system interconnections, as required (analog interface for orderwire).
- Provide existing site telephone interface equipment.
- Provide static IP address for devices in the customer network.
- Provide network supporting minimum 100BaseT Ethernet.
- Provide LAN/WAN latency less than thirty (30) milliseconds.
- Provide IT/telephony/network staff available for support as needed during cutover.

2.4.3 System Installation Acceptance (Milestone)

- All equipment installations are complete and accepted by the MPSCS.



2.5 SYSTEM OPTIMIZATION

2.5.1 Optimize System

Motorola Solutions Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Verify features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the design review.

MPSCS Responsibilities

- Provide access/escort to the sites.

Completion Criteria

- System optimization is complete.

2.5.2 Optimization Complete

- System optimization is completed. Motorola Solutions and MPSCS agree that the equipment is ready for acceptance testing.

2.6 TRAINING

2.6.1 Perform Training

Motorola Solutions Responsibilities

- This proposal includes up to three days of instructor-led training for up to six students at the MPSCS location in Dimondale:
 - One two-day training session for the NICE Inform professional software recorder base system. This training covers verification, monitoring, reconstructing, organizing, and reporting as well as administration applications.
 - One day of instructor-led NICE Inform Evaluator QA training (optional; will be provided if MPSCS purchases the Evaluator QA option).
- Conduct the training classes outlined in the Training Plan within this proposal.
- NICE Training classes will be conducted back-to-back, meaning if more than one class is purchased, the training sessions will be conducted in successive days.

MPSCS Responsibilities

- Attend training classes.
- Provide training operator positions and classroom space as needed.
- Provide 30-day advance notice for scheduled training date changes.

Completion Criteria

- All training classes completed.



2.6.2 Training Complete

- All training classes completed.

2.7 AUDIT AND ACCEPTANCE TESTING

2.7.1 Site Installation Quality Audit

Motorola Solutions Responsibilities

- Perform R56 site installation audits, applicable only to equipment installed as part of this proposal.

MPSCS Responsibilities

- Provide access/escort to the site.
- Observe audits if desired.

Completion Criteria

- Site audits completed successfully.

2.7.2 Perform Functional Testing

Motorola Solutions Responsibilities

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola Solutions, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the MPSCS for review.
- Resolve any minor task failures before Final System Acceptance.

MPSCS Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- Customer approval of the functional testing.

2.7.3 System Acceptance Test Procedures (Milestone)

- MPSCS approves the completion of all the required tests.



2.8 FINALIZE

2.8.1 Go-Live

Motorola Solutions Responsibilities

- Motorola Solutions and MPSCS develop a mutually agreed upon go-live plan based upon discussions held during the design review.
- During go-live, follow the written plan and implement the defined contingencies, as required.

MPSCS Responsibilities

- Participate in go-live meetings and approve the go-live plan.

Completion Criteria

- Equipment placed in service.

2.8.2 Resolve Punchlist

Motorola Solutions Responsibilities

- Work with MPSCS to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

MPSCS Responsibilities

- Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- All punchlist items resolved and approved the MPSCS.

2.8.3 Transition to Service

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

MPSCS Responsibilities

- Participate in the Transition Service process.

Completion Criteria

- All service information has been delivered and approved by the MPSCS.



2.8.4 Finalize Documentation

Motorola Solutions Responsibilities

- Provide all manuals as defined required during the design review.
- The documentation will be include:
 - Functional Acceptance Test Plan test sheets and results.
 - Equipment inventory list.
 - Network block diagram.
 - Rack face diagrams for NCC equipment closet and first floor server cabinet.

MPSCS Responsibilities

- Receive and review all documentation provided by Motorola Solutions.

Completion Criteria

- Verify all required documentation is provided and approved by the MPSCS.

2.8.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the MPSCS.

2.9 PROJECT ADMINISTRATION

2.9.1 Project Level Assumptions

MPSCS Responsibilities

- **Complete Project Scheduled Tasks:** Customer needs to ensure that tasks assigned, as agreed upon during the Project Kickoff Meeting, are completed on a timely basis.
- **Grant Site Access:** Customer needs to advise, in writing, all site owners/managers of the necessity to provide any keys or other necessary items to allow Motorola Solutions and its third party personnel to all the sites identified herein.
- **Assist with Site Access:** The MPSCS needs to provide access to all sites.
- **Identify Location for Secure Equipment Storage:** Customer identifies the secure location for equipment storage during the Project Kickoff Meeting.
- **Assume Responsibility for Third Party Equipment, Software, or Services:** Third party services and/or equipment contracted by Customer are the responsibility thereof. Motorola Solutions has responsibility for all third party services provided by Motorola Solutions under this proposal.
- **Ensure Performance Standards of Customer–provided Site Connectivity Equipment:** The connectivity performance standards are included in the Design Documentation developed during the Design Review Phase. Motorola Solutions may test for compliance of the connections prior to commencing installation.



2.10 PRELIMINARY SCHEDULE

The preliminary schedule duration is estimated to be approximately four to five months, assuming the site is ready with connectivity in place. The joint MSI–MPSCS project team will define the detailed schedule during the Detailed Design Review customer meeting.



SECTION 3

WARRANTY—NICE INFORM PROFESSIONAL RECORDING

3.1 WARRANTY COVERAGE

Motorola Solutions places great emphasis on ensuring that communications systems meet high standards for design, manufacture, and performance. To enhance the value of the proposed recording solution, Motorola Solutions offers one-year of coverage for the equipment provided with this proposal and one year of remote technical support.

Specifically, for one year following system acceptance, this Warranty provides for on-site support nine hours a day (8am to 5 pm local time), five days a week, with the NICE technician arriving at the NCC within six hours of notification. Depending on what time of day notification is made, the NICE technician will arrive at the NCC either that same day or at 8 am the next day for which coverage is authorized. For critical issues, remote support is available on a 24-hour basis. A remote support session will be established within sixty minutes of notification of a critical issue. This coverage includes software 'hot fixes', update packs, and minor version updates. This coverage does not include major upgrades.

SECTION 4

EQUIPMENT LIST— NICE RECORDING SOLUTION

MPSCS NICE Equipment List Base (no OrderWire, no Evidence Compliance Pack, no QA Pack)						
APC	Qty	Part Number	Description	Unit List	Unit Sell Price	Extended Sell Price
229	1	TT3285	SINGLE ASTRO RECORDER BASE BUNDLE (2 servers and software)	\$40,500.00	\$38,475.00	\$38,475.00
229	10	TT06305AA	ADD: ASTRO RECORDING CHANNEL	\$220.00	\$209.00	\$2,090.00
229	1	TT05720AA	ADD: IP LOGGING RECORDER FOR USE ON 7.17 SYSTEMS	\$0.00	\$0.00	\$0.00
229	1	TT3290	SINGLE TELEPHONY RECORDER BASE BUNDLE (1 server and software including Inform)	\$13,000.00	\$12,350.00	\$12,350.00
229	19	TT06303AA	ADD: PROFESSIONAL RECORDING CHANNEL	\$715.00	\$679.25	\$12,905.75
229	0	TT2694	NICE APPLICATIONS SERVER (1 server with Inform software)	\$13,936.00	\$13,239.20	\$0.00
229	2	DDN2109	1TB LFF DRIVE FOR NRX SERVER BUNDLE OR EXPAN	\$627.00	\$595.65	\$1,191.30
229	2	DDN2110	6TB LFF DRIVE FOR NRX SERVER BUNDLE OR EXPAN	\$2,800.00	\$2,660.00	\$5,320.00
229	0	DDN7532	SNMP MANAGEMENT APPLICATION	\$2,640.00	\$2,508.00	\$0.00
229	1	DDN2521	MS SQL 2016 64 BIT SERVER CLIENT ACCESS LICENSE	\$400.00	\$380.00	\$380.00
229	5	DDN2522	MS SQL 2016 64 BIT USER CLIENT ACCESS LICENSE	\$400.00	\$380.00	\$1,900.00
229	1	DDN2093	17IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 8 PORTS, CABLES (16 port)	\$7,924.00	\$6,040.10	\$6,040.10
229	0	DDN9748	19 INCH BLACK SHELF	\$249.00	\$236.55	\$0.00
708	1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET (AIS Computer)	\$2,500.00	\$2,375.00	\$2,375.00
708	1	DSF2B56AA	USB EXTERNAL DVD DRIVE	\$172.00	\$163.40	\$163.40
708	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	\$77.00	\$73.15	\$73.15
443	1	B19330	MOTOROLA VOICE PROCESSOR MODULE (AIS VPM)	\$11,920.00	\$10,132.00	\$10,132.00
443	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	\$18,072.00	\$15,361.20	\$15,361.20
443	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$3,900.00	\$3,315.00	\$3,315.00
443	0	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION	\$4,020.00	\$3,417.00	\$0.00
443	1	CA00143AC	ADD: DES-OFB ALGORITHM	\$900.00	\$765.00	\$765.00
443	1	CA00245AA	ADD: ADP ALGORITHM	\$900.00	\$765.00	\$765.00
443	1	CA00182AB	ADD: AES ALGORITHM	\$900.00	\$765.00	\$765.00
147	1	T8342	DISPATCH CONSOLE SITE FIREWALL	\$7,500.00	\$6,750.00	\$6,750.00
454	1	CLN1856	2620-24 ETHERNET SWITCH (CEN)	\$2,250.00	\$2,025.00	\$2,025.00
877	3	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$50.00	\$50.00	\$150.00
443	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$0.00	\$0.00	\$0.00
443	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU (Spare)	\$11,830.00	\$10,055.50	\$10,055.50
443	1	BLN1324	SHIELD,VPM SHIELD KIT (Spare)	\$0.00	\$0.00	\$0.00
708	0	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET (Spare)	\$2,500.00	\$2,375.00	\$0.00
708	0	DSF2B56AA	USB EXTERNAL DVD DRIVE (Spare)	\$172.00	\$163.40	\$0.00
708	0	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT (Spare)	\$77.00	\$73.15	\$0.00
					Base Total:	\$133,347

Figure 4-1: Equipment List for Base System

Pricing for optional features is on the next page.

MPSCS NICE EQUIPMENT List INFORM PRO QA PACK EVALUATOR AND REPORTER Option						
APC	Qty	Part Number	Description	Unit List	Unit Sell	Extended Sell Price
229	23	TT06314AA	ADD: INFORM PRO QA PACK EVALUATOR AND REPORTER	\$220.00	\$209.00	\$4,807.00
QA PACK EVALUATOR AND REPORTER Total for Optional EQUIPMENT:						\$4,807.00

MPSCS NICE SERVICES List INFORM PRO QA PACK EVALUATOR AND REPORTER Option						
APC	Qty	Part Number	Description	Unit List	Unit Sell	Extended Sell Price
~	1 day	PS-TR-EU14-PS	ADD: TRAINING, ON-SITE, QA PACK EVALUATOR AND REPORTER	\$5,000.00	\$4,750.00	\$4,750.00
QA PACK EVALUATOR AND REPORTER Total for Optional SERVICES:						\$4,750.00

Grand Total for Optional QA PACK EVALUATOR AND REPORTER:						\$9,557.00
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Figure 4–2: Equipment List QA Pack Evaluator Reporter Option

MPSCS NICE Equipment List ANALOG RECORDING FOR ORDERWIRE Option						
APC	Qty	Part Number	Description	Unit List	Unit Sell	Extended Sell Price
229	4	TT06303AA	ADD: PROFESSIONAL RECORDING CHANNEL	\$715.00	\$679.25	\$2,717.00
229	0	TT06313AA	ADD: INFORM PRO EVIDENCE COMPLIANCE PACK ORGANIZER AND MEDIA PLAYER	\$220.00	\$209.00	\$0.00
229	4	TT06314AA	ADD: INFORM PRO QA PACK EVALUATOR AND REPORTER	\$220.00	\$209.00	\$836.00
229	1	DDN2487	ANALOG DIGITAL TRUNK FULL LENGTH PCI E INTERFACE BOARD WITH NO CABLE	\$2,200.00	\$2,090.00	\$2,090.00
229	1	DDN2506A	CONNECTION CABLE 20m FOR ANALOG/DIGITAL CARDS	\$466.00	\$442.70	\$442.70
ANALOG RECORDING FOR ORDERWIRE Optional EQUIPMENT:						\$6,085.70

MPSCS NICE Services List ANALOG RECORDING FOR ORDERWIRE Option						
APC	Qty	Part Number	Description	Unit List	Unit Sell	Extended Sell Price
~	~	~	No additional services required for this option	~	~	~
ANALOG RECORDING FOR ORDERWIRE Optional SERVICES:						~

Grand Total for Optional ANALOG RECORDING FOR ORDERWIRE:						\$6,085.70
---	--	--	--	--	--	-------------------

Figure 4–3: Equipment List Analog Recording (Orderwire) Option

SECTION 5

PRICING SUMMARY AND SUPPORTING DIAGRAMS

5.1 PRICING TABLES FOR BASE SYSTEM AND OPTIONS

APC	Qty	Part #	BASE NICE SYSTEM	List Price	Extended List Price	Extended Sell Price
Equipment						
~	~	~	Refer to detailed Equipment List	Ref. Equip. List	Ref. Equip. List	\$ 133,347
Systems Integration						
127, 427	1 Lot	~	FNE Installation, Configuration and Programming	\$51,298	\$51,298	\$48,733
128, 208	1 Lot	~	Professional Engineering and Project Management Services	\$87,551	\$87,551	\$83,173
Services Total						\$131,907
Warranty						
290	1 Lot	~	Warranty (1 Year)	\$16,359	\$16,359	\$14,723
Total Price						\$279,977

Figure 5–1: Base System

APC	Qty	Part #	PRO QA PACK EVALUATOR AND REPORTER Option	List Price	Extended List Price	Extended Sell Price
Equipment & Licenses						
~	~	~	Refer to detailed Equipment List	Ref. Equip. List	Ref. Equip. List	\$ 4,807
Systems Integration						
~	~	~	FNE Installation, Configuration and Programming	~	~	~
~	~	~	Professional Engineering and Project Management Services	~	~	~
~	~	~	ADD: TRAINING, ON-SITE, 1 DAY, QA PACK EVAL/REPORT	\$5,000	\$5,000	\$4,750
Warranty & Support						
~	~	~	Warranty & Support Services	\$0	\$0	\$0
Services Total						\$4,750
Total Price						\$9,557

Figure 5–2: QA Pack Evaluator and Reporter

APC	Qty	Part #	ANALOG RECORDING FOR ORDERWIRE Option	List Price	Extended List Price	Extended Sell Price
Equipment						
~	~	~	Refer to detailed Equipment List	Ref. Equip. List	Ref. Equip. List	\$ 6,086
Systems Integration						
~	~	~	FNE Installation, Configuration and Programming	~	~	~
~	~	~	Professional Engineering and Project Management Services	~	~	~
Services Total						\$0
Warranty						
~	~	~	Warranty (1 Year)	\$0	\$0	\$0
Total Price						\$6,086

Figure 5–3: Analog Recording (Orderwire)

Table 5–1: Price Total

Description	Total Extended Price
Base System	\$279,976.00
QA Pack Evaluator and Reporter	\$9,557.00
Analog Recording (Orderwire)	\$6,085.70
Order by June 14, 2019	(\$14,781.00)
Total with Incentive	\$280,837.70

*Total Extended Pricing based on State of Michigan Contract# 071B2200101.

5.2 PAYMENT TERMS

Motorola Solutions has provided the suggested payment terms for the State’s consideration. State of Michigan will make payments to Motorola Solutions within 45 days after the date of each invoice. The State will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones:

1. 75% of the Contract Price upon Shipment of Equipment to the customer designated location.
2. 25% of the Contract Price upon Completion of Installation.

Motorola Solutions reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola Solutions reserves the right to invoice for installations completed on a site–by–site basis, when applicable.

5.3 ONE–LINE DIAGRAM FOR NICE SYSTEM

Please see Figure 5–4. To download a VISIO version, please go to this link:

5.4 RACK FACE DIAGRAM FOR NICE EQUIPMENT

Please see Figure 5–5. To download a VISIO version, please go to this link: [h](#)



STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B2200101
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, IL 60196	Gordon Webb	Gordon.webb@motorolasolutions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 857-3796	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MPSCS	Theron Shinew	(517) 336-6188	shinewt@michigan.gov
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: MPSCS Radio and Wireless Related Communications Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 6, 2012	January 5, 2017	5, one year	January 5, 2022
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		January 5, 2022
COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0		\$232,401,721.00		
Effective 3/24/2015, the attached lease purchase and escrow agreements are hereby incorporated into this contract and the \$149,555,970.00 increase in contract value approved by the State Administrative Board 11/25/2014 is applied for Purchase Order release in the SOM's financial system (MAIN). This is allowable per the existing contract terms. All other terms, conditions, current pricing and specifications remain the same.				

NOTICE OF PARTICIPATION

March 30, 2015

Reference is hereby made to that certain Lease with Option to Purchase dated as of March 18, 2015 (the "Lease"), between BANC OF AMERICA PUBLIC CAPITAL CORP, as lessor (by assignment from Motorola Solutions Credit Company LLC ("Motorola Credit") by assignment from Motorola Solutions, Inc. (the "Vendor"); in such capacity, the "Lessor"), and the Michigan Department of Technology, Management and Budget, an agency of the State of Michigan, as lessee (the "Lessee") and that certain Escrow Agreement dated as of March 18, 2015 (the "Escrow Agreement") by and among Lessor (by assignment from Motorola Credit by assignment from the Vendor) as "Lessor," Lessee and The Bank of New York Mellon Trust Company, N.A., as escrow agent.

Lessor hereby gives Lessee notice that Lessor has sold to (1) CAPITAL ONE PUBLIC FUNDING, LLC, whose offices are at 275 Broadhollow, Melville, NY 11747, an undivided nineteen and fifty-one hundredths percent (19.51%) share and participation interest, and (2) SANTANDER LEASING, LLC, whose offices are at 3 Huntington Quadrangle, Suite 101N, Melville, NY 11747, an undivided nineteen and fifty-one hundredths percent (19.51%) share and participation interest, in all of Lessor's rights, title and interest in and to the Lease and the Escrow Agreement.

This Participation does not require any changes to the remittance instructions of any payments due under the Lease until such time as Lessee is notified that Motorola Credit has ceased to act as fiscal agent with respect to the Lease and the Escrow Agreement. Please note that Lessee continues to be bound by all its duties and obligations under the Lease.

BANC OF AMERICA PUBLIC CAPITAL CORP
Lessor

By: *Pam Holz*
Name: *Pam Holz*
Title: *Authorized Agent*

CLOSING DOCUMENTS

Lease With Option to Purchase
dated as of March 18, 2015

Michigan Department of Technology, Management
and Budget, an agency of the State of Michigan

1. Lease With Option to Purchase dated March 18, 2015 by and between Motorola Solutions, Inc. ("MSI") and the Michigan Department of Technology, Management and Budget, an agency of the State of Michigan (the "State") including Exhibit A Equipment Schedule and Exhibit A-1 Lease Payment Schedule both executed by the State and MSI
2. Certificate of Incumbency of the State
3. Property and Liability Loss Memorandum of the State
4. Statement of Essential Use/Source of Funds of the State, and attachments thereto
5. Arbitrage and Tax Certificate of the State and Exhibit A thereto
6. Lease Escrow Addendum dated as of March 18, 2015, by and between the State and MSI, and attested by The Bank of New York Mellon Trust Company, N.A. ("Escrow Agent")
7. IRS Form 8038-G of the State
8. Escrow Agreement dated as of March 18, 2015 by and among MSI, the State, and the Escrow Agent, including Exhibits 1, 2 and 3 thereto
9. Opinion of counsel to the State dated March 18, 2015
10. Notice of and Consent to Assignment (to MSCC) from MSI to the State, acknowledged by the State
11. Notice of and Consent to Assignment (to BAPCC) from MSCC to the State, acknowledged by the State
12. Opinion of Dorsey & Whitney LLP, special tax counsel, dated March 18, 2015

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1 Revised
 to
CONTRACT NO. 071B2200101
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, IL 60196	Gordon Webb	Gordon.webb@motorolasolutions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 857-3796	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MPSCS	Theron Shinew	(517) 336-6188	shinewt@michigan.gov
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: MPSCS Radio and Wireless Related Communications Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 6, 2012	January 5, 2017	5, one year	January 5, 2017
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>		January 5, 2022
COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$149,555,970.00		\$232,401,721.00		

Effective 11/25/2014, all five option year extensions are hereby exercised and the entire \$149,555,970.00 associated increase in contract value is approved by the State Administrative Board. Another change notice will be issued at the point the associated lease purchase and escrow documents have been approved and signed by all parties to incorporate the financing details. This is allowable per the existing contract terms. All other terms, conditions, current pricing and specifications remain the same.

1.

STATEMENT OF WORK

LIFECYCLE REFRESH OF CRITICAL COMPONENTS MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM
(MPSCS)

12 AUGUST 2014



1

TABLE OF CONTENTS

B.1	<u>Overview</u>	3
B.2	<u>Assumptions</u>	3
B.3	<u>Contract</u>	4
B.3.1	<u>Contract Award (Milestone)</u>	4
B.3.2	<u>Contract Administration</u>	4
B.3.3	<u>Project Kickoff</u>	6
B.4	<u>Customer Design Review</u>	7
B.4.1	<u>Detailed Design Plan Overview</u>	7
B.4.2	<u>Design Approval (Milestone)</u>	12
B.5	<u>Order Processing</u>	12
B.5.1	<u>Process Equipment List</u>	12
B.6	<u>Manufacturing and Staging</u>	13
B.6.1	<u>Manufacture Motorola Fixed Network Equipment</u>	13
B.6.2	<u>Manufacture Non-Motorola Equipment</u>	13
B.6.3	<u>Ship to Staging (Milestone)</u>	13
B.6.4	<u>Factory Staging and Testing</u>	13
B.6.4.1	<u>Motorola Equipment—GTR Base Stations</u>	13
B.6.4.2	<u>Alcatel Microwave</u>	15
B.6.5	<u>Ship Equipment to Field/Warehousing</u>	17
B.7	<u>System Installations</u>	17
B.7.1	<u>Dispatch Console Installation</u>	17
B.7.2	<u>DC Power Plant Installation</u>	19
B.7.3	<u>GTR Base Station Equipment Installations at ASR Sites</u>	20
B.7.4	<u>Microwave Backhaul Installation</u>	21
B.7.4.1	<u>Frequency Planning, Coordination, Licensing and Engineering:</u>	22
B.7.4.2	<u>Tower Upgrades and additions</u>	22
B.7.5	<u>Simulcast Sub-system Upgrade to IP Linear Simulcast</u>	23
B.7.6	<u>Master Site UPS Replacements</u>	24
B.7.7	<u>New Tower Site</u>	24
B.7.7.1	<u>Site Development</u>	24
B.7.7.2	<u>Install Fixed Network Equipment</u>	28
B.7.7.3	<u>System Installation Acceptance (Milestone)</u>	28
B.7.7.4	<u>Optimize System FNE</u>	29
B.7.7.5	<u>Link Verification</u>	29
B.7.7.6	<u>EMI Analysis</u>	29
B.7.7.7	<u>Optimization Complete</u>	30
B.7.7.8	<u>Perform Acceptance Testing</u>	30

<u>B.7.7.9</u>	<u>Perform Functional Testing</u>	30
<u>B.7.7.10</u>	<u>System Acceptance Test Procedures (Milestone)</u>	31
<u>B.8</u>	<u>Finalize (By Phase)</u>	31
<u>B.8.1</u>	<u>Cutover</u>	31
<u>B.8.2</u>	<u>Resolve Punchlist</u>	31
<u>B.8.3</u>	<u>Transition to Service/Project Transition Certificate</u>	31
<u>B.8.4</u>	<u>Finalize Documentation</u>	32
<u>B.9</u>	<u>Phase Acceptance/Final Acceptance (Milestone)</u>	34
<u>B.10</u>	<u>Project Administration</u>	34
<u>B.10.1</u>	<u>Project Status Meetings</u>	34
<u>B.10.2</u>	<u>Progress Milestone Submittal</u>	35
<u>B.10.3</u>	<u>Change Order Process</u>	35
<u>B.10.3.1</u>	<u>Example - Change Order Form</u>	35
<u>B.10.4</u>	<u>Escalation Process</u>	35

SECTION B

STATEMENT OF WORK

B.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to the State of Michigan. The tasks described herein will be performed by Motorola, its subcontractors, and the State of Michigan to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and MPSCS during the project implementation. Specifically, this SOW provides:

- Dispatch Console Upgrade.
- DC Power Systems and Batteries.
- STR and QUANTAR Base Station Upgrade.
- Statewide Microwave Network Upgrade with MPLS, and 2+0 on all hops.
- Master Site UPS Replacements
- Simulcast Sub-system Upgraded to IP Linear Simulcast.
- New Site.
- Delivering Final Documentation

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation... It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project. Prior to each phase, a Detailed Design Plan (DDP) will be developed and mutually agreed upon for the activities to occur and

equipment replacement by location. The DDP will be developed with greater detail and will adhere to the high level statement of work.

B.2 Assumptions

Mutual assumptions have been listed below. Any incorrect assumptions or changes to the equipment or scope of the project after contract will require a change order.

All existing frequencies are reused (800 MHz), and all 700 MHz are FDMA and reused.

No new frequencies required or TDMA migration. Hard Cutover of ASR sites—ASR sites should be down for no longer than 4 hours.

Migration to 2+0 microwave backhaul solution system wide

Motorola will perform structural analysis for the six closed loops. Six loops/hops will be closed across the system for greater reliability (which six will be identified during detailed design plan (DDP) phases. Should any tower remediation be required the State will be responsible for that remediation.

All applicable test equipment required by State/MPSCS to support the new equipment will be replaced according to each scheduled phase and identified within the DDP as a function of the lifecycle remediation.

Site installations do not include R56 upgrades. Use of existing facilities when installing site equipment.

Any site work will not degrade or reduce the current site grounding solution(s).

All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m., with the exception of cutover events, or unless otherwise specified and agreed upon by State/MPSCS and Motorola project management .

Existing antenna support structures (i.e. towers, roof-tops, etc.) are structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site (if applicable). The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. We have included an allowance to address potential tower upgrades and additions.

Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables. (if applicable)

Structural analyses for towers or other structures that have not been performed by Motorola or a Motorola partner will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.

Motorola will have a structural analyses performed on all towers that require an antenna modification or addition (we want the word addition deleted).

Motorola is not responsible for existing interference issues.

Interference is not expected with the replacement equipment and Motorola is not responsible for interference caused or received by the replacement Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should MPSCS system experience interference, other than with the Motorola transmitters or receivers, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

No minority business requirement or reporting is applicable.

B.3 Contract

B.3.1 Contract Award (Milestone)

The State, referred to as MPSCS or State, and Motorola execute the contract change and both parties receive all the necessary documentation reflecting the contract change.

B.3.2 Contract Administration

Motorola Responsibilities

Motorola will designate a Project Manager who will direct Motorola's efforts and serve as the primary point of contact for the State. The Motorola Project Manager will have significant authority to make certain decisions relative to the project on behalf of Motorola, and will have direct access to Motorola's executive management for resolving problems beyond his immediate authority. The responsibilities of the Motorola Project Manager include:

Participating with State in progress review meetings every week and submitting status reports that identify the activities of the previous review period, as well as activities planned for the upcoming review period, including an updated Project Schedule.

Maintaining project communications with the State Project Manager and project team members. Motorola will provide a record of correspondence as part of the progress reports provided prior to each progress meeting.

Managing the efforts of Motorola staff and coordinate Motorola activities with the State project team members.

Participating in weekly status meetings and issuing a mutually-agreed-upon agenda for each call or meeting.

Issuing status reports that include the project status, milestones achieved, tasks behind schedule, actual and potential problems.

Measuring, evaluating, and reporting the progress against the Project Schedule.

Resolving deviations from the Project Schedule.

Monitoring and managing risks via a Risk Management Plan.

Maintaining a documentation schedule that identifies and shows the status of documents to be transmitted for review during each next two reporting periods within each phase.

Coordinating and overseeing the installation of all licensed Motorola application software.

Reviewing and administering change control procedures through the State Project Manager, commonly referenced as a "Project Change Request" (PCR), issued by the Motorola Project Manager.

State Responsibilities

State will designate a Project Manager who will direct the State efforts and serve as the primary point of contact for State. The State Project Manager will have significant authority to make certain decisions relative to the project, on behalf of State, and will have direct access to the State executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the State Project Manager include:

Maintaining project communications with Motorola's Project Manager.

Identifying the efforts required of the State staff to meet the State task requirements and milestones in the Statement of Work and Project Schedule.

Interfacing with members of State's team and the Executive Committee to ensure appropriate participation in meetings and timely decisions.

Monitoring the project to ensure that support resources are available as scheduled.

Participating in weekly conference meetings/calls.

Acting as liaison for and coordinating with other agencies and State partners, vendors, and contractors.

Reviewing and administering change control procedures,

Providing any required parking permits to Motorola personnel for restricted access entry and/or parking.

Providing all travel accommodations for State staff visits to Factory Testing and Evaluation during each phase.

Completion Criteria:

Motorola internal processes are set up for project management.

Motorola and the State/ MPSCS assign all required resources.

Project kickoff meeting is scheduled.

B.3.3 Project Kickoff

The project begins with the Project Kickoff Meeting, which will include key project participants from both the State and Motorola. The objectives of the Kickoff Meeting include the following:

Introduction of the Project Managers from both the State/MPSCS and Motorola as the single points of contact, with the authority to make routine project decisions.

Introduction of all MPSCS remediation project team participants.

Review of the roles of the project participants to identify communication flow and decision-making authority between participants.

Review of the overall project scope and objectives.

Review of the resource and scheduling requirements.

Review the draft project schedule addressing milestones and key deliverables by phase.

Project Management Plan and processes.

During the Project Kickoff phase, Motorola will review and work with the State to finalize the following project processes and procedures:

Detailed Project Schedule.

Risk Management Plan.

Change Control Plan.

Issues Document and Action Item Log.

Escalation Plan.

Create a crisis communication plan

Motorola Responsibilities:

Conduct a project kickoff meeting during the Customer Design Review phase of the project.

Ensure key project team participants attend the meeting.

Introduce all project participants attending the meeting.

Review the roles of the project participants to identify communication flows and decision-making authority between project participants.

Review the overall project scope and objectives with the State/MPSCS.

Review the resource and scheduling requirements with the State/MPSCS.

Review the Project Schedule with the State/MPSCS to address upcoming milestones and/or events.

Review the teams' interactions (Motorola and the MPSCS), meetings, reports, milestone acceptance, and the MPSCS's participation in particular phases.

State/MPSCS Responsibilities:

The MPSCS's key project team participants attend the meeting.

Review Motorola and MPSCS responsibilities.

Review the overall project scope and objectives with Motorola.

Review the resource and scheduling requirements with Motorola.

Review the Project Schedule with Motorola to address upcoming milestones and/or events.

Review the teams' interactions (Motorola and the MPSCS), meetings, reports, milestone acceptance, and the MPSCS's participation in particular phases.

Completion Criteria:

Project kickoff meeting completed.

Meeting notes identify the next action items and track action item owner.

B.4 Customer Design Review

B.4.1 Detailed Design Plan Overview

During the Customer Design Review phase, Motorola will meet with the State's project team to achieve written agreement on the final system design. Motorola's system design in this proposal will serve as the baseline design for the Customer Design Review. We will identify any special system or product requirements and their impact on system design or implementation, identify final equipment counts and configurations, and refine the system implementation plan and plan documentation.

The State and Motorola will review and finalize the MPSCS design through analysis of the system functionality, interface requirements, and end-user requirements, as mutually agreed upon by Motorola and the State.

Global Detailed Design Plan Presentation

Motorola will initially conduct a Global Detailed Design Plan (DDP) presentation with the MPSCS. This Global DDP will represent a high-level view of all of the equipment to be provided and the work to be performed over the duration of the project.

The following items will be included in the Global DDP:

Communication Plan:

Team Structure:

A.1 Motorola:

Management Team.
Engineering.
Project Management.
Equipment Supply Teams.
Subcontractors.

A.2 MPSCS:

Management Team.
Engineering.
Project Management.
Quality Assurance.

Meetings:

A.3 Weekly Meetings.

A.4 Management Call.

A.5 Project Team Call.

Request for Information (RFI):

A.6 RFI Process.

A.7 Distributions and Archive.

Issue Tracking:

A.8 Issue Tracking Process.

A.9 Distributions and Archive.

A.10 Resolution and Closure.

Milestone Recognition:

A.11 Project Milestone Definition.

A.12 Approval Process.

A.13 Distributions and Archive.

Quality Plan:

MPSCS Standards.

Motorola R56 Standards.

ATPs.

Risk Plan:

Identification.

Review.

Resolution.

Documentation and Archive.

Equipment Overview

Consoles:

- Gold Elite Replacements.
- GPIOM Replacements.
- Local Agency Involvement.

DC Power Plants:

- Technical Information and Specification.
- Equipment Supplier Information.
- Electrical and Grounding Site Preparation.
- Sizing Requirements.

GTR stations:

- Technical Information and Specification.
- Equipment Supplier Information.
- Electrical and Grounding Site Preparation.

Microwave:

- Technical Information and Specification.
- Equipment Supplier Information.
- Electrical and Grounding Site Preparation.

UPS Replacements:

- Technical Information and Specification.
- Replacement Equipment Identification.
- Electrical and Grounding Site Preparation.

Mutual Aid System

Alarm System

Test Equipment

Implementation Overview

Site Walks and System Information Collections:

- Electrical and Grounding.
- Equipment Spacing.
- Equipment Removal.

Staging:

- GTR (Motorola).
- Microwave (Alcatel).

DDP Phase Approach:

- Global/Consoles.

Phase One—Microwave.

Phase Two—Microwave.

Phase Three—Microwave.

Phase Four—Microwave.

Phase One—DC Power, GTR Stations and AC Inverters.

Phase Two—DC Power, GTR Stations and AC Inverters.

Phase Three—DC Power, GTR Stations and AC Inverters.

Phase Four- DC Power, GTR Stations and AC Inverters.

UPS Replacement.

Equipment Shipping and Storage:

Local Warehousing.

Equipment Distribution.

Equipment Collection and Drop Off.

Equipment installation and ATP by Phase

Consoles.

Phase One—Microwave.

Phase Two—Microwave.

Phase Three—Microwave.

Phase Four—Microwave.

Phase One—DC Power, GTR Stations and AC Inverters.

Phase Two—DC Power, GTR Stations and AC Inverters.

Phase Three—DC Power, GTR Stations and AC Inverters.

Phase Four—DC Power, GTR Stations and AC Inverters.

Simulcast Sub-system Upgrade to IP Linear Simulcast.

Master Site UPS Replacement.

New Tower Site.

Project Phase Closure

Punch List Development.

Punch List Resolution.

Electronic documentation of new and old equipment.

Final Acceptance.

Final Documentation delivered

Phase Level Detailed Design Plan Presentations

In addition, individual subsystems will be divided into separate phases, and each subsystem will have its own DDP schedule based on those phases.

The major subsystems and number of projected phases and DDPs are as follows:

2	Subsystem	3	# of Phases/DDPs
4	Consoles	5	1
6	DC Power Plants	7	4
8	GTR Base Stations/Mutual Aid	9	4
10	Microwave Backhaul	11	4
12	Simulcast Sub-system Upgrade to IP Linear Simulcast	13	1
14	Master Site UPS Replacements	15	1
16	Tower Site Addition	17	1
18	SUA Lifecycle Enhancement	19	3

The format for the subsystem phase DDPs will follow the existing defined MPSCS DDP format.

Motorola Responsibilities:

Meet with the MPSCS project team.

Review the operational requirements and the impact of those requirements on various subsystems and equipment configurations.

Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.

Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.

Discuss the proposed Cutover Plan and methods to document a detailed procedure.

Submit design documents to the MPSCS for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.

Establish demarcation points to define the connection points between the Motorola-supplied equipment and the MPSCS-supplied link(s) and external interfaces.

Completion Criteria:

Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.

An excel spreadsheet conforming to a state provided template will be delivered at the end of each Phase for all equipment replaced and installed.

Incorporate any deviations from the proposed subsystem into the contract documents accordingly.

The subsystem design is “frozen” in preparation for subsequent project phases such as Order Processing and Manufacturing.

If required, a Change Order is executed in accordance with all material changes resulting from the Design Review to the contract if the scope has changed from the initial Phase DDP..

MPSCS Responsibilities:

The MPSCS’s key project team participants attend the meeting.

Make timely decisions, according to the Project Schedule.

Frequency Licensing and Interference:

As mandated by FCC, the MPSCS, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging.

Provide the FCC “call sign” station identifier for each site prior to system staging.

B.4.2 Design Approval (Milestone)

The State/MPSCS executes a per phase Design Approval milestone document.

B.5 Order Processing

B.5.1 Process Equipment List

Motorola Responsibilities:

Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.

Enter order into Motorola’s MPSCS Order Fulfillment (COF) system.

Create Ship Views, to confirm with the project team (Motorola and State) the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.

Create equipment orders.

Reconcile the equipment list(s) to the Contract.

Procure third-party equipment if applicable.

MPSCS Responsibilities:

Approve shipping location(s).

Completion Criteria:

Verify that the Equipment List contains the correct model numbers, serial numbers, version, options, component pricing, and delivery data (delivery data to include PO and invoice numbers pertaining to the equipment).

Bridge the equipment order to the manufacturing facility.

B.6 Manufacturing and Staging

B.6.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

MPSCS Responsibilities:

None.

Completion Criteria:

FNE shipped to either the field or the staging facility as identified and mutually agreed to by Motorola and State during the DDP phase.

B.6.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

Procure non-Motorola equipment necessary for the system based on equipment order.

MPSCS Responsibilities:

None.

Completion Criteria:

Ship non-Motorola manufactured equipment to the field and/or the staging facility as identified and mutually agreed to by Motorola and State during the DDP phase..

B.6.3 Ship to Staging (Milestone)

Ship MSI provided equipment needed for staging to Motorola's factory staging facility in Schaumburg, Illinois.

Alcatel equipment will be staged at their dedicated facility(ies)

B.6.4 Factory Staging and Testing

Motorola will stage the GTR Base Stations and the Alcatel microwave systems in preparation for shipment to the field.

B.6.4.1 Motorola Equipment—GTR Base Stations

The GTR Base Stations will be staged at Motorola's Customer Center for Solutions Integration (CCSi) in Schaumburg, Illinois.

Factory staging at CCSi provides for initial assembly and testing of the system components. Motorola will assemble the hardware at a single location. Physical setup, racking, and location of hardware will comply with the State's approved equipment layout plans. Cables will be cut and labeled with information to clarify interconnection for field installation and to fit the room layout plan specifications. All provided inter-rack and inter-equipment cables will have connectors attached and tested. No DC power systems will be staged at the factory location.

After assembling the equipment, Motorola's staging team will power it up, load software, set levels, program, and configure and optimize the equipment. System parameters will be set according to inputs from Motorola's design team. System software and system features will be tested and validated.

The base stations will be exercised while in factory staging, allowing for testing and burn-in of components and boards for proper operation as a complete system prior to shipping to the State.

Formal customer witness and testing is not required or included for this staging effort.

Motorola Responsibilities

Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.

Cut and label cables according to the approved CDR documentation.

Label the cables with to/from information to specify interconnection for field installation and future servicing needs.

Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).

Assemble required subsystems to assure system functionality.
Power up, program, and test all staged equipment, per the mutually agreed upon Factory Test Plan.
Confirm system configuration and software compatibility to the existing system.
Load application parameters on all equipment according to input from Systems Engineering.
Complete programming of the Fixed Network Equipment.
Inventory the equipment with serial numbers and purchasing/installation references.
Complete system documentation.

MPSCS Responsibilities:

Provide information on existing system interfaces as may be required.
Provide information on room layouts or other information necessary for the assembly to meet field conditions.
Review and approve proposed Factory Acceptance Test Plan.
Customer witness testing is required for each phase during staging.
Provide travel for MPSCS personnel to the Motorola staging facility.
Participate in Staging ATP.
Approve the Staging ATP.
Perform MPSCS-verified tests based upon mutually agreed upon Factory Acceptance Test Plan.

Assumptions

Staging Services defined in this SOW will be performed at vendor facility in Schaumburg, IL for Motorola equipment.
Unless otherwise agreed upon, all prices are based on all work performed during normal business hours for Staging Services—7:00 AM to 3:45 PM Eastern Time, Monday through Friday.
Price includes testing in accordance with Motorola and/or third-party manufacturer’s published specifications and/or standard installation and test procedures, which is to confirm standalone functionality of the individual equipment unit.
Customer verified Testing will be conducted at the factory for each phase of the project.

Completion Criteria:

System staging completed and ready for testing.
Factory Acceptance Tests completed successfully

B.6.4.2 Alcatel Microwave

Alcatel-Lucent’s Staging Services provide inventory, inspection, assembly, configuration, and testing of network equipment, at an Alcatel-Lucent facility, prior to deployment. Upon completion, Alcatel-Lucent delivers a complete, fully configured, tested, and ready-for-installation system to the specified location(s). Standard Staging Services include Component Assembly and Testing; and Component Mounting, Cabling and Wiring.

Motorola Responsibilities

Standard Staging Services

Standard Staging Services are comprised of two main sets of tasks: Component Assembly and Testing, and Component Mounting, Cabling and Wiring.

Component Assembly & Testing

Material Receipt, Inventory and Damage Control:

- Process Return Merchandise Authorizations, as identified during Staging.

- Provide reports on inventory and equipment shipped.

Component Assembly:

- Unpack and inspect equipment for damage.

- Install required modules into specific units.

- Apply labels, tags and/or barcodes.

Power Up and Self Test:

- Power up equipment and execute self-tests, based upon manufacturer specifications and customer requirements.

- Verify equipment serial numbers—record equipment configuration, model/serial numbers, and shipping information.

Redundancy and Ping Testing:

- Perform redundancy test of secondary controller module, power supply, and flash disk, when applicable.

- Perform ping test of management Ethernet port.

- Customer Witness Test will be conducted on the Phase 1 systems at the Factory based on mutually agreed-upon criteria.

Packing:

- Repack equipment for shipment to the specified location when staging is completed.

Component Mounting, Cabling and Wiring

Rack Preparation:

- Handle the bay throughout the Staging process.

- Burnish up to 12 ground points.

- Install up to 12 vertical and 6 horizontal supports for wiring.

Component Mounting:

- Install equipment into racks.

- Complete required power connections (up to four per component).

Cabling for Fiber Optic and Data Cables:

- Install fiber optic and data cables.

- Provide individual runs of up to 8 cables (with no more than 16 end-points and with industry standard couplers attached).

Provide one of the following:

- A.1 Intra-bay cabling dressing (defined as cable with both end points in the same rack). Includes up to 12 feet of stitching and connection of both end points.
- A.2 Inter-bay cabling dressing (defined as cable with only one end point in the rack). Includes up to 12 feet of stitching, plastic strapping of excess (excess cannot exceed 38 feet, meaning the total cable length cannot be greater than 50 feet), and securing to top of rack for shipment.
- A.3 If a single cable breaks into multiple, terminated cables, then each terminated cable counts as one.

Bare Wire Connections:

Terminate a cable with bare wires.

- A.4 Includes hand wrapping or punchdown of a T3 (28x4) bare-end cable onto a distribution panel. Can be used for a T1 (24x4); however, no unused portion is usable elsewhere.

MPSCS Responsibilities:

Provide travel for MPSCS personnel to attend the Alcatel-Lucent staging testing facility.

Participate in Staging ATP.

Approve the Staging ATP.

Perform MPSCS-verified tests based upon mutually agreed upon Factory Acceptance Test Plan.

Assumptions

Staging Services defined in this SOW will be performed at an Alcatel-Lucent facility for Alcatel Lucent equipment.

Unless otherwise agreed upon, all prices are based on all work performed during normal business hours for Staging Services—7:00 AM to 3:45 PM Eastern Time, Monday through Friday.

Price includes testing in accordance with Alcatel-Lucent's and/or third-party manufacturer's published specifications and/or standard installation and test procedures, which is to confirm standalone functionality of the individual equipment unit.

Customer verified testing will be conducted at the factory for Phase 1 only. The remaining phases Alcatel and Motorola will perform a field acceptance test in the field.

Completion Criteria:

System staging completed and ready for testing.

Factory Acceptance Tests completed successfully

B.6.5 Ship Equipment to Field/Warehousing

Due to the large quantities of equipment that will be shipping to the field, and because the equipment will be distributed throughout the State of Michigan, it is Motorola's intention to provide up to three (3) bonded warehouse locations to receive and store equipment.

To facilitate distribution of equipment to the sites, we expect those warehouses to be geographically located in the southern Lower Peninsula, the northern Lower Peninsula, and the Upper Peninsula. Exact locations of the warehouse facilities will be determined after contract award.

Motorola Responsibilities:

Pack system for shipment to final destination.

Arrange for shipment to the field.

Receive shipments at warehouse facilities

MPSCS Responsibilities:

None.

Completion Criteria:

Equipment shipped to and received in the field.

B.7 System Installations

B.7.1 Dispatch Console Installation

Due to Lifecycle constraints, Gold Elite consoles and MCC 7500 GPIOM based consoles will be replaced with voice processor module (VPM) MCC 7500 based consoles. This work must be completed prior to the A7.15 upgrade currently planned for October 2015. Motorola will work with the MPSCS and the end-user customers to schedule these upgrades.

NICE IP logging upgrades are included.

Includes removal of existing equipment (State consoles moved to Lansing facility, Local equipment left on site)

No furniture replacement is included.

The list of affected consoles and locations is below:

Gold Elite Consoles

20 Site No#	21 Site Name	22 # of OPs
23 1206	24 Livingston County	25 8
26 3517	27 Flint	28 6
29 6605	30 Mason Oceana	31 4
32 2201	33 Lyndon Disp (Detroit)	34 25
35 2204	36 Huber Disp (Detroit)	37 3
38 2205	39 Grinnell Disp (Detroit)	40 11
41 2208	42 Randolph Disp (Detroit)	43 1
44 2301	45 3rd Ave Disp (Detroit)	46 4
47 2304	48 W. Jefferson Disp (Detroit)	49 2
50 2308	51 Wayne State University (Detroit)	52 3
53 Total Gold Elite Replacement OPS		54 67

MCC 7500 GPIOM Consoles

55 Site No#	56 Site Name	57 # of OPs
58 1501	59 Shiawassee County	60 3
61 3701	62 Saginaw County	63 10

55 Site No#	56 Site Name	57 # of OPs
64 1108	65 NCC/EOC	66 3
67 1999	68 COW	69 1
70 2640	71 Washtenaw County Sheriff/Ann Arbor PD	72 8
73 2641	74 Pittsfield PD	75 2
76 2642	77 Saline PD	78 1
79 2643	80 Milan PD	81 1
82 2644	83 HVA	84 2
85 2645	86 EMU	87 1
88 2646	89 Chelsea	90 1
91 2901	92 MSP Detroit DDC-2 Dispatch	93 7
94 7501	95 DNR Roscommon	96 2
97 9303	98 Chippewa Dispatch	99 3
100 8002	101 DNR Marquette	102 2
103 Total MCC 7500 GPIOM Replacement OPS		104 47

Motorola Responsibilities:

Install the console in the space provided by the State/MPSCS, or Local Dispatch Center.

Connect the State/MPSCS -or Local Dispatch Center supplied, previously-identified circuits into the console, to a demarcation point located within 25 feet of the console interface.

Install a dedicated Local Area Network (LAN), if not already in place, at each dispatch center to connect the proposed console positions.

Connect the appropriate equipment to the existing ground system in accordance with Motorola’s R56 Site Installation standards.

Work with the MPSCS to complete the console Build Sheets and programming.

MPSCS Responsibilities:

Provide demarcation point located within 25 feet of the console interface for SOM locations.

Work with Motorola on console Build Sheets and programming.

Oversee the programming of all new consoles

Completion Criteria:

Console installation is complete.

Programming meets customer needs

B.7.2 DC Power Plant Installation

The DC Power Plant systems are designed and configured to power a majority of the site equipment including both the 800/700 MHz ,microwave equipment, and tower lighting systems eliminating the existing original site UPS. Motorola will install a DC system in each of the MPSCS tower sites as part of the remediation project. Equipment will be deployed and installed in phases, in most cases occurring just before the GTR base station replacements.

Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in the MPSCS-provided facilities.
- Provide heat load for each equipment rack to be installed in the MPSCS-provided facilities. (comment – LED tower lighting will dramatically reduce heat load in shelters)
- DC power plants will be designed to support the total power load at each individual site.
- Provide and install replacement DC power backup systems at locations indicated in the System Description.
- Install an inverter to support existing AC powered equipment.
- Decommission and remove existing UPS equipment.
- New equipment will be terminated to the existing ground system.

MPSCS Responsibilities:

- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment. State would not be responsible to clear site access of snow or ice.
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). If necessary, provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as contractually required.
- Identify equipment that will be kept for spare use until all equipment is life cycled out.

Completion Criteria:

- All sites are ready for equipment installations in compliance with Motorola's R56 standards.

B.7.3 GTR Base Station Equipment Installations at ASR Sites

The existing QUANTAR base stations at MPSCS ASR sites will be replaced with new GTR base stations. This will include replacement of Mutual AID and TAC base stations. The new GTR base stations will run on DC power.

The existing antenna systems will be utilized. Motorola will sweep the existing transmission lines to confirm that there are no issues with the antenna system. The supporting DC rectifiers for the stations will be replaced with new.

1. In addition to replacement of the existing QUANTAR base stations, Motorola will also be replacing the existing PSC9600 site controllers with new GCP 8000 controllers. We will also be replacing the existing GGM8000 Routers with an updated version of GGM8000 Router. In addition, Motorola will replace the 2 existing dual site switches at each ASR site with a single site switch.
2. For sites with more than six (6) channels, we will be providing a TRAK GPS clock for GTR timing purposes.

Motorola Responsibilities:

Motorola will be responsible for the installation of GTR Base Stations contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.

Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.

During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.

Motorola will provide storage location for the - equipment.

Receive and inventory all equipment. Deliver electronic documentation to include manufacture info, ser. #, location of installation (site#), and packing slips.

Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.

Will remove and relocate decommissioned equipment to a location designated by the MPSCS. Deliver electronic documentation to include manufacture info, ser. #, location of removal (site#).

MPSCS Responsibilities:

Provide access to the sites, as necessary.

Not responsible for weather related issues preventing site access.

Provide a facility for drop off of decommissioned equipment.

Completion Criteria:

Fixed Network Equipment installation completed and ready for optimization as verified by MPSCS staff.

B.7.4 Microwave Backhaul Installation

Motorola will work with Alcatel Lucent to perform microwave field installation at each of the MPSCS sites. Each site will be staged and deployed as part of an installation phase as outlined in the map below. Installation work does not include dish and wave guide replacements for all sites, only those sites identified during the DDP phase. Motorola assumed an allowance of upgrading 5% of the existing towers (up to 9 towers) where a 9500 MPR Radio is replacing legacy equipment.

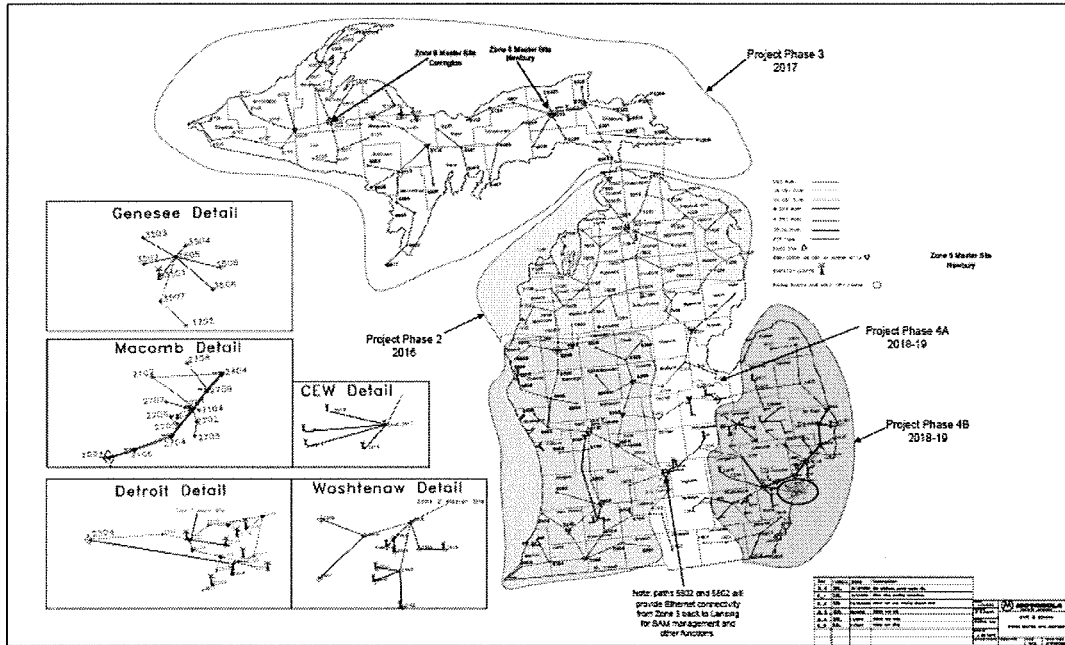


Figure C-1: Installation Phases

B.7.4.1 Frequency Planning, Coordination, Licensing and Engineering:

Motorola will be responsible for frequency planning Services include frequency selection, prior coordination, interference case resolution, and FCC license application documentation preparation. Interference studies will be conducted utilizing industry accepted methods, hardware, and software to build a database that is as accurate as possible at the time of the study. Resolution to the frequency plan (Interference Resolution) may require antenna upgrades or other changes in system design.

Complete frequency selection and provide frequency coordination data sheets.

Complete the Prior Coordination Notice and associated Supplemental Showing documents under FCC Part 101.103(d) rules.

Complete the FCC 601 license application.

File the license application with the FCC.

Payment of FCC license fees.

Note: In the event harmful frequency interference is detected during the Acceptance Testing of a radio system and Motorola provided the frequency planning services, Motorola's total responsibility for correcting the problem is limited to selecting new frequencies.

Once obtained, FCC licenses will be maintained/renewed by Alcatel-Lucent until they are put into-service during the deployment. This is due to the critical nature of obtaining licenses and resolving any interference or other issues prior to deployment of the corresponding sites.

If harmful interference occurs after the radio system has been installed and accepted, corrective action is the sole responsibility of the State of Michigan.

B.7.4.2 Tower Upgrades and additions

Some minor tower modifications may be required due to microwave dish size changes driven by bandwidth requirements. There may be an impact to approximately 5% of existing tower sites projected and planned for in this proposal. This equipment and/or scope is not expressly included in the proposed equipment list. Motorola has assumed the risk allowance of upgrading up to 5% of the existing towers (up to 9 towers) where a 9500 MPR Radio is replacing legacy equipment. If more than 9 towers require upgrades, this would be the responsibility of the MPSCS.

Motorola Responsibilities:

Motorola will be responsible for the installation of the microwave equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.

Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.

During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.

Motorola will provide storage location for the Motorola-provided equipment.

Receive and inventory all equipment. Deliver electronic documentation to include manufacture info, ser. #, location of installation (site#), and packing slips

Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.

Will remove and relocate decommissioned equipment to a location designated by the MPSCS. , or arrange for pick-up of certain equipment. MPSCS Responsibilities:

Provide access to the sites, as necessary. Not responsible for weather related issues preventing site access.

Provide a facility for drop off of decommissioned equipment.

Completion Criteria:

Fixed Network Equipment installation completed and ready for optimization as verified by MPSCS staff.

B.7.5 Simulcast Sub-system Upgrade to IP Linear Simulcast

Motorola will be upgrading the circuit-based simulcast subsystems to IP-based simulcast subsystems. This effort will occur after the MPLS microwave system has been implemented.

These upgrades will require two implementation strategies:

The Washtenaw, Saginaw, and Wayne County simulcast systems currently use GTR base stations that will need to be reprogrammed with IP linear simulcast software. The prime sites will receive new GCM 8000 Comparators.

The remaining counties utilizing simulcast systems with STR base stations will receive new GTR 8000 base stations. The prime sites will receive new GCP 8000 Controllers and GCM 8000 Comparators.

Lapeer County IP Simulcast GTRs will need to be converted to Ethernet Backhaul.

In both scenarios, the supporting DC rectifiers for the stations will be replaced with new units. The new GTR stations will operate on DC power and interface to the upgraded DC power plant.

The existing antenna systems will be utilized at all sites. Motorola will sweep the existing transmission lines to confirm that there are no antenna system issues.

Washtenaw County—Reprogram Existing GTRs.

Saginaw County—Reprogram Existing GTRs.

Wayne County—Reprogram Existing GTRs.

Macomb County—Replace Existing Stations with GTRs.

St. Clair County—Replace Existing Stations with GTRs.

Genesee County—Replace Existing Stations with GTRs.

Monroe County—Replace Existing Stations with GTRs.

City of Detroit—Replace Existing Stations with GTRs.

B.7.6 Master Site UPS Replacements

Motorola will replace the existing UPS systems at the Master Sites in Zones 1, 2, 3, 4, 5, and 6. The existing UPS in Zone 7 will not be replaced in this proposal.

Replacement of the UPS systems at the Master Sites will be carefully planned and executed to ensure a minimum of disruption to the MPSCS and to end-users on the system.

Motorola Responsibilities:

Motorola will be responsible for the installation of new UPS systems at the designated Master Sites. All equipment will be properly installed in a neat and professional manner, employing a standard of workmanship consistent with its own R56 installation standards and in compliance with applicable National Electrical Code (NEC) standards and regulations.

During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.

Motorola will provide storage location for the Motorola-provided equipment.

Receive and inventory all equipment.

Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.

Will remove and relocate decommissioned equipment to a location designated by the MPSCS.

MPSCS Responsibilities:

Provide access to the sites, as necessary.

Provide a facility for drop off of decommissioned equipment.

Completion Criteria:

Master Site UPS installations completed as verified by MPSCS staff.

B.7.7 New Tower Site

This proposal includes a new site for local user coverage enhancements. This site has not been identified, was not visited, and the exact location of the compound has yet to be determined.

This proposed solution is a single ASTRO 25 ASR site, integrated with the existing State of Michigan (MPSCS) ASTRO 25 network. The new site will be a standard ASTRO 25 FDMA 6 channel site. The ASR site consists of six repeater stations, redundant controllers, a router and a switch. The stations are managed locally by the redundant GCP 8000 Site Controllers for maximum reliability. A single hop of microwave will be included to provide connectivity. Ancillary equipment includes a combined 48 VDC power plant and battery backup with 30 minutes run time for stations and 8 hour protection for the microwave and network hardware devices. The site will include a 400'H self-supported tower, 12 X 16 MSB shelter, 50 KW propane fueled generator, and security fencing.

B.7.7.1 Site Development

Site Scope Summary

Engineering services for site drawings and regulatory approvals—included.

New fenced compound/expansion size—50-foot x 60-foot.

Clearing type—light.

New power run—50 feet, Electrical service type—Underground, 200-amp—120/240-volt, single-phase.

New shelter size—12-foot x 16-foot.

New fuel tank size—1000 gallons- , Type—Propane above-ground.

New generator size—50 kW, Type—Indoor.

New tower to be used for antennas—400-foot self-supported tower.

New tower foundation.

Motorola Will:

Site Zoning

Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering

Prepare site construction drawings showing the layout of various new and existing site components.

Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).

Perform a boundary and topographic survey for the property on which the communication site is located or will be located.

- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Provide an expert witness for up to 2 day(s) to attend or testify at public meetings and/or hearings to provide expert testimony to assist in obtaining zoning approvals.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct appropriate soil boring tests at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.

Site Preparation

- Provide one-time mobilization costs for the construction crews.
- Perform clear light brush, grub roots and dispose vegetation and shrub growth in the site compound area and a 20-foot path around it.
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site.
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it.
- Provide silt fence around the compound to control soil erosion.
- Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound.
- Perform site touchup (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work.

Site Components Installation

- Construct 1 reinforced concrete foundation necessary for a 12-foot x 16-foot shelter.
- Construct 1 concrete slab for 1000 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct 1 foundation for the 50 kW generator with reinforcing steel necessary for foundations.
- Supply and install 1 prefabricated concrete shelter 12-foot x 16-foot.
- Supply and install 1 1000-gallon Liquid Propane (LP) fuel tank(s), fill it with fuel and connect it to the generator.

Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.

Supply and install 1 standby power generator (50 kW) located within 20 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.

Supply and install 1 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility. Includes providing all trenching, conduit, and cabling necessary for underground hookup to the proposed new shelter. To include supplying and installing a 50KVA, 120/240V primary and 120/240V secondary, four winding, single-phase, 60Hz isolation transformer.

Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.

Conduct 1 three-point ground resistance test of the site.

Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 15 linear feet).

Tower Work

Construct tower foundations including excavation, rebar and concrete for a 400 self-supporting tower for normal soil conditions. (or we will get a better estimate on cubic yards, etc...)

Erect new 400-foot self-supported tower.

Provide for grounding of the new tower.

Antenna and Transmission Line Installation

Install antenna(s) for the RF system.

Install tower top amplifier(s).

Install 1/2-inch transmission line.

Install 7/8-inch transmission line.

Install waveguide for Microwave.

Install dishes for Microwave.

Perform sweep tests on transmission lines.

Provide and install six hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.

Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Restrictions:

Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.

Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.

Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others

If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the MPSCS and documented through the change order process.

Microwave hop must be clear of obstructions and /or other characteristics that interfere with the required backhaul performance.

Perform R56 Installation Audit

Motorola Responsibilities:

Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.

Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Provide a path study / walk prior to construction.

MPSCS Responsibilities:

Provide access/escort to the sites.

Completion Criteria

Site development completed and approved by MPSCS.

B.7.7.2 Install Fixed Network Equipment

Motorola Responsibilities:

Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.

For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.

During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.

Will provide storage location for the Motorola-provided equipment.

Receive and inventory all equipment.

Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.

Will remove existing equipment. Deliver electronic documentation to include manufacture info, ser. #, location of installation (site#), and packing slip.

Will relocate existing equipment to a location designated by the MPSCS.

MPSCS Responsibilities:

Provide access to the sites, as necessary.

Completion Criteria:

Fixed Network Equipment installation completed and ready for optimization.

B.7.7.3 System Installation Acceptance (Milestone)

All equipment installations are completed and accepted by the MPSCS.

B.7.7.4 Optimize System FNE

Motorola Responsibilities:

Motorola and its subcontractors optimize each subsystem.

Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.

Verify that all audio and data levels are at factory settings.

Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.

Check audio and data levels to verify factory settings.

Verify communication interfaces between devices for proper operation.

Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

Test and optimize the simulcast system.

Install and integrate the RF sites with the system, then optimize and activate the SmartZone controller.

Integrate the consoles and RF sites into the system to ensure proper operation.

Set up the consoles on the radio system to perform the dispatching operation.

MPSCS Responsibilities:

Provide access/escort to the sites.

Provide required radio ID and alias information to enable alias database setup for interface to console.

Define the logging recorder tracks by talkgroup.

Completion Criteria:

System FNE optimization is complete.

B.7.7.5 Link Verification

Motorola Responsibilities:

Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

MPSCS Responsibilities:

Make available the required links which meet the specifications supplied by Motorola at the CDR for those links not provided by the microwave upgrade.

Completion Criteria:

Link verification successfully completed.

B.7.7.6 EMI Analysis

Motorola Responsibilities:

None

MPSCS Responsibilities:

Perform EMI analysis if required.

Resolve any interference caused by non-Motorola supplied equipment/system(s).

Completion Criteria:

EMI analysis successfully completed.

B.7.7.7 Optimization Complete

System optimization is completed. Motorola and the MPSCS agree that the equipment is ready for acceptance testing.

B.7.7.8 Perform Acceptance Testing

Motorola Responsibilities:

Test individual components of the system to verify compliance to the equipment specifications.

Repeat any failed test(s) once Motorola (or the MPSCS) has completed the corrective action(s).

Prepare documentation of component tests to be delivered as part of the final documentation package.

MPSCS Responsibilities:

Witness tests.

Completion Criteria:

Successful completion of equipment testing. (including Mutual Aid and Alarms)

MPSCS approval of the acceptance testing

B.7.7.9 Perform Functional Testing

Motorola Responsibilities:

Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.

If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.

Document all issues that arise during the acceptance tests.

Document the results of the acceptance tests and present to the MPSCS for review.

Resolve any minor task failures before Final System Acceptance.

MPSCS Responsibilities:

Witness the functional testing.

Completion Criteria:

Successful completion of the functional testing.

MPSCS approval of the functional testing.

B.7.7.10 System Acceptance Test Procedures (Milestone)

MPSCS approves the completion of all the required tests.

B.8 Finalize (By Phase)

B.8.1 Cutover

Motorola Responsibilities:

Motorola and the MPSCS develop a mutually agreed upon cutover plans based upon discussions held during the DDP.

During cutover, follow the written plan and implement the defined contingencies, as required.

Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

MPSCS Responsibilities:

Attend cutover meetings and approve the cutover plan.

Notify the user group(s) affected by the cutover (date and time).

Completion Criteria:

Successful migrations.

B.8.2 Resolve Punchlist

Motorola Responsibilities:

Work with the MPSCS to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Utilize the standard MPSCS Punchlist template.

MPSCS Responsibilities:

Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

All punchlist items resolved and approved by the MPSCS.

B.8.3 Transition to Service/Project Transition Certificate

Motorola will provide a one year of warranty for each type of equipment provided as it is implemented during the course of the upgrade process, to begin at the completion of each defined phase for that equipment. Those phases will be fully defined in the Detailed Design Plan (DDP) which will occur after contract execution. The warranty will include Technical Support, Infrastructure Repair, and parts replacement. On site field warranty is not included.

Motorola Responsibilities:

Review the items necessary for transitioning the project to warranty support and service.

Provide a MPSCS Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

MPSCS Responsibilities:

Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

All service information has been delivered and approved by the MPSCS.

B.8.4 Finalize Documentation

Motorola will provide final documentation for individual project phases. The current MPSCS documentation requirements are as follows.

Motorola Responsibilities:

Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following Final Documentation:

Accepted Proposal with Itemized Pricing. (Delivery – Upon State of Michigan approval.)

Contract Design Review Documents. (Delivery - 30 day prior to DDP review meeting.)

Equipment Lists , installation location,, packing slips with all Serial Numbers. (Delivery – according to invoice schedule)

Equipment Drawings including: (Delivery – Before and after each DDP.)

A.1 Rack Footprint Drawings.

A.2 Rack Riser Drawings showing actual Rackspace and Equipment Layout.

Shelter Plans and Specifications. (Delivery – Prior to construction of the new site)

Tower and Site Development Documentation including: (Delivery - Prior to construction of the new site.)

A.3 Coordinates.

A.4 Site Surveys.

A.5 Soil Analysis/Geotech.

A.6 Tower Plans and Specifications.

A.7 As-Built Tower Drawings.

A.8 Tower Analysis/Reanalysis Documentation.

All Required FAA and State of Michigan Tall Structures/Obstruction Documentation including: (Delivery - Prior to construction of the new site.)

A.9 2C Letters.

A.10 Form 7460-2 Supplemental Notice.

A.11 No Hazard Determination.

A.12 Michigan Tall Structures Permits.

All Required FCC Licenses and Applications including: (Delivery – Prior to construction or equipment power up)

A.13 Antenna Site Registrations.

A.14 Frequency Coordination and Licensing.

Microwave Addressing Scheme: ELMC, MCS-11, Etc. (Delivery - Prior to manufacturing)

A.15 Microwave Channel Plan. (Delivery - Prior to manufacturing)

A.16 Microwave Path Survey. (Delivery - Prior to manufacturing)

A.17 Network Drawings. (Delivery - Prior to manufacturing)

A.18 IP Address Table. (Delivery - Prior to manufacturing)

A.19 DACS Matrices. (Delivery - Prior to manufacturing)

A.20 Site and System Block Drawings. (Delivery – Pat of DDP)

A.21 Site Hardware Components Manuals. (Delivery - Prior to system cutover)

A.22 Alarm Schedules (MOSCAD DI List). (Delivery - Prior to system cutover)

All Factory Staging Documentation including Factory Test Plan and Test Plan Results. (Delivery – Prior to installation.)

All acceptance test plans and completed signed results for all systems and equipment including but not limited to: (Delivery – Prior to system cutover.)

A.23 Field Specification Test Plan and Results Including: (Delivery – Prior to system cutover.)

Alarm and Control.

700/800 MHz.

Microwave System.

Field Functional Test Plan and Results. (Delivery – Prior to system cutover.)

700/800 Coverage Test Plan and Results. (Delivery – Prior to system cutover.)

700/800 MHz/Microwave TDR Test Results (Delivery – Prior to system cutover.)

Site Testing and Inspections Test Plan and Results including: (Delivery – Prior to system cutover.)

A.24 Generator/Transfer Switch Start -up Inspection Forms.

A.25 UPS Start-up Inspection Form.

A.26 Ground System Test.

A.27 R56 Audit (Cover Sheet and Compliance Audit Form).

Milestone Certificates. (Delivery – As required by the contract)

Customer Support Plan. (Delivery – Prior to cutover.)

MPSCS Responsibilities:

Receive and approve all documentation provided by Motorola.

Completion Criteria:

All required documentation is provided and approved by the MPSCS.

B.9 Phase Acceptance/Final Acceptance (Milestone)

Motorola will work with the MPSCS team to review and accept each phase of the project as it is completed. This phased approach will allow a timely application of lessons learned and an even flow of system documentation and diagram updating. Unfinished work in a project phase must be recorded as a punchlist item on the phase acceptance document. Punch list items that do not interrupt system operations will not prohibit the start of the next phase of work.

At the end of the project, final acceptance is granted when all punchlist items are completed.

Motorola Responsibilities:

Provide diagrams and documentation for each phase as they close.

Document punchlist items and track progress.

Provide timely feedback on scope changes and document lessons learned.

MPSCS Responsibilities:

Review and approve project work at the conclusion of each phase.

Assist with diagram and document updating.

Review lessons learned, and approve project scope change as needed.

B.10 Project Administration

B.10.1 Project Status Meetings

Motorola will work with the MPSCS during the DDP process to define the type, structure, frequency, and participants for various Project Status Meetings that will be required.

Motorola Responsibilities:

The Motorola Project Manager, or designee, will attend all project status meetings with the MPSCS, as determined during the DDP.

Record the meeting minutes and supply the report.

The agenda will include the following:

- Overall project status compared to the Project Schedule.

- Product or service related issues that may affect the Project Schedule.

- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.

- Any miscellaneous concerns of either the MPSCS or Motorola.

MPSCS Responsibilities:

Attend meetings.

Respond to issues in a timely manner.

Completion Criteria:

Completion of the meetings and submission of meeting minutes.

B.10.2 Progress Milestone Submittal

Motorola Responsibilities:

Submit progress (non-payment) milestone completion certificate/documentation.

MPSCS Responsibilities:

Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

The MPSCS approval of the Milestone Completion document(s).

B.10.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

B.10.3.1 Example - Change Order Form

A sample Change Order form is provided on the following pages.

B.10.4 Escalation Process

Should a situation arise where additional Motorola resources are require, the following issue escalation process will be used:

- Motorola System Integration Lead Project Manager
- Motorola Project Integration Group leader / Sales Executive
- Motorola Systems Integration Resources Manager
- Motorola Systems Integration Director
- Motorola Systems Integration VP

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B2200101
between
THE STATE OF MICHIGAN
and

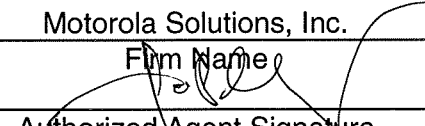
NAME & ADDRESS OF CONTRACTOR Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, IL 60196 Email: gordon.webb@motorola.com	TELEPHONE Gordon Webb (517) 857-3796 VENDOR NUMBER/MAIL CODE (2) 361115800 (005) BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Theron Shinew - shinewt@michigan.gov - (517) 336-6188 MPSCS Radio and Wireless Related Communications Equipment	
CONTRACT PERIOD: From: January 6, 2012 To: January 5, 2017 5 years (Five 1-year options)	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: Estimated Contract Value: \$82,845,751.00	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT

THIS IS NOT AN ORDER: The terms and conditions of this contract are enclosed.

FOR THE CONTRACTOR:

Motorola Solutions, Inc.

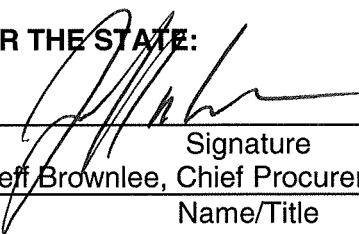
 Firm Name


 Authorized Agent Signature
 John P. Molloy

 Authorized Agent (Print or Type)
 December 30, 2011

 Date

FOR THE STATE:



 Signature
 Jeff Brownlee, Chief Procurement Officer

 Name/Title
 DTMB, Procurement

 Division
 1/10/12

 Date

RECEIVED
DMB OFFICE OF PURCHASING

2018 JAN -3 AM 9:42

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET January 11, 2012
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
 OF
 CONTRACT NO. 071B2200101
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, IL 60196 Email: gordon.webb@motorola.com		TELEPHONE Gordon Webb (517) 857-3796
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
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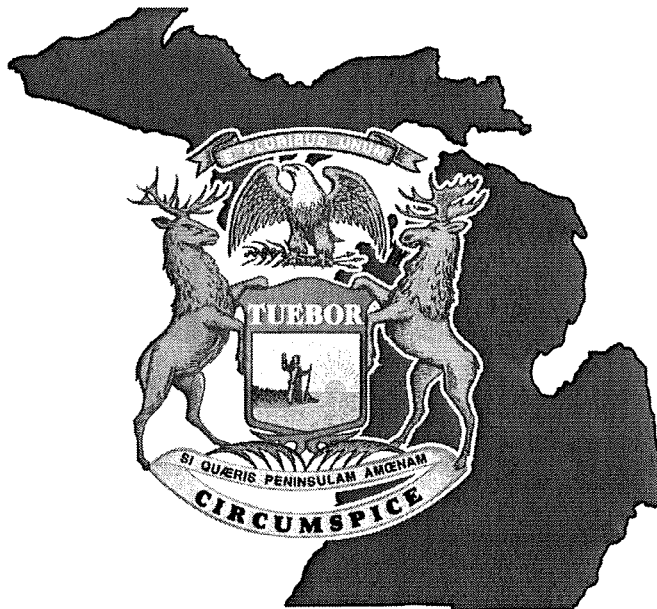
CONTRACT NO. 071B2200101
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THE STATE OF MICHIGAN
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FOR THE CONTRACTOR: _____ Motorola Solutions, Inc. Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Jeff Brownlee, Chief Procurement Officer Name/Title DTMB, Procurement _____ Division _____ Date
---	--



STATE OF MICHIGAN
Department of Technology, Management and Budget
DTMB-Procurement

Contract No. 071B2200101
MPSCS Radio and Wireless Related Communications Equipment

Buyer Name: Steve Motz
Telephone Number: 517.241.3215
E-Mail Address: motzs@michigan.gov



Table of Contents

Article 1 – Statement of Work (SOW)	8
1.000 Project Identification	8
1.001 Project Request	8
1.002 Background	8
1.100 Scope of Work and Deliverables	10
1.101 In Scope	10
1.102 Out Of Scope	10
1.103 Environment	10
1.200 Roles and Responsibilities	26
1.201 Contractor Staff, Roles, And Responsibilities	26
1.202 State Staff, Roles, And Responsibilities	30
1.203 Other Roles And Responsibilities	31
1.300 Project Plan	31
1.301 Project Plan Management	31
1.302 Reports	32
1.400 Project Management	33
1.401 Issue Management	33
1.402 Risk Management	33
1.403 Change Management	34
1.500 Acceptance	34
1.501 Criteria	34
1.502 Final Acceptance	34
1.600 Compensation and Payment	34
1.601 Pricing	34
1.602 RESERVED - Quick Payment Terms	35
1.603 Price Term	35
1.604 Tax Excluded from Price	35
1.605 Invoices	35
1.606 Travel	36
Attachment A – Pricing List	37
Attachment B – Maintenance and Support Cost Table	49
Attachment C – Personnel Resume Template	50
Article 2, Terms and Conditions	51
2.000 Contract Structure and Term	51
2.001 Contract Term	51
2.002 Options to Renew	51
2.003 Legal Effect	51
2.004 Attachments & Exhibits	51
2.005 Ordering	51
2.006 Order of Precedence	51
2.007 Headings	51
2.008 Form, Function & Utility	52
2.009 Reformation and Severability	52
2.010 Consents and Approvals	52
2.011 No Waiver of Default	52
2.012 Survival	52



2.020	Contract Administration	52
	2.021 Issuing Office	52
	2.022 Contract Compliance Inspector	52
	2.023 Project Manager	53
	2.024 Change Requests	53
	2.025 Notices	54
	2.026 Binding Commitments	54
	2.027 Relationship of the Parties	54
	2.028 Covenant of Good Faith	55
	2.029 Assignments	55
2.030	General Provisions	55
	2.031 Media Releases	55
	2.032 Contract Distribution	55
	2.033 Permits	55
	2.034 Website Incorporation	56
	2.035 Future Bidding Preclusion	56
	2.036 Freedom of Information	56
	2.037 Disaster Recovery	56
2.040	Financial Provisions	56
	2.041 Fixed Prices for Services/Deliverables	56
	2.042 Adjustments for Reductions in Scope of Services/Deliverables	56
	2.043 Services/Deliverables Covered	56
	2.044 Invoicing and Payment – In General	56
	2.045 Pro-ration	57
	2.046 Antitrust Assignment	57
	2.047 Final Payment	57
	2.048 Electronic Payment Requirement	57
2.050	Taxes	58
	2.051 Employment Taxes	58
	2.052 Sales and Use Taxes	58
2.060	Contract Management	58
	2.061 Contractor Personnel Qualifications	58
	2.062 Contractor Key Personnel	58
	2.063 Re-assignment of Personnel at the State's Request	59
	2.064 Contractor Personnel Location	59
	2.065 Contractor Identification	59
	2.066 Cooperation with Third Parties	59
	2.067 Contract Management Responsibilities	59
	2.068 Contractor Return of State Equipment/Resources	60
2.070	Subcontracting by Contractor	60
	2.071 Contractor full Responsibility	60
	2.072 State Consent to delegation	60
	2.073 Subcontractor bound to Contract	60
	2.074 Flow Down	60
	2.075 Competitive Selection	60
2.080	State Responsibilities	61
	2.081 Equipment	61
	2.082 Facilities	61
2.090	Security	61
	2.091 Background Checks	61
	2.092 Security Breach Notification	61
	2.093 PCI DATA Security Requirements	61
2.100	Confidentiality	62
	2.101 Confidentiality	62
	2.102 Protection and Destruction of Confidential Information	62
	2.103 Exclusions	63
	2.104 No Implied Rights	63
	2.105 Respective Obligations	63



2.110	Records and Inspections	63
	2.111 Inspection of Work Performed	63
	2.112 Examination of Records	63
	2.113 Retention of Records	64
	2.114 Audit Resolution	64
	2.115 Errors	64
2.120	Warranties	64
	2.121 Warranties and Representations	64
	2.122 RESERVED - Warranty of Merchantability	65
	2.123 RESERVED - Warranty of Fitness for a Particular Purpose	65
	2.124 Warranty of Title	65
	2.125 Equipment Warranty	65
	2.126 Equipment to be New	66
	2.127 Prohibited Products	66
	2.128 Consequences for Breach	66
	2.129 DISCLAIMER OF IMPLIED WARRANTIES	66
2.130	Insurance	66
	2.131 Liability Insurance	66
	2.132 Subcontractor Insurance Coverage	68
	2.133 Certificates of Insurance and Other Requirements	68
2.140	Indemnification	69
	2.141 General Indemnification	69
	2.142 RESERVED - Code Indemnification	69
	2.143 Employee Indemnification	69
	2.144 Patent/Copyright Infringement Indemnification	69
	2.145 Continuation of Indemnification Obligations	70
	2.146 Indemnification Procedures	70
2.150	Termination/Cancellation	70
	2.151 Notice and Right to Cure	70
	2.152 Termination for Cause	70
	2.153 Termination for Convenience	70
	2.154 Termination for Non-Appropriation	71
	2.155 Termination for Criminal Conviction	71
	2.156 Termination for Approvals Rescinded	71
	2.157 Rights and Obligations upon Termination	71
	2.158 Reservation of Rights	72
2.160	Termination by Contractor	72
	2.161 Termination by Contractor	72
2.170	Transition Responsibilities	72
	2.171 Contractor Transition Responsibilities	72
	2.172 Contractor Personnel Transition	72
	2.173 Contractor Information Transition	73
	2.174 Contractor Software Transition	73
	2.175 Transition Payments	73
	2.176 State Transition Responsibilities	73
2.180	Stop Work	73
	2.181 Stop Work Orders	73
	2.182 Cancellation or Expiration of Stop Work Order	74
	2.183 Allowance of Contractor Costs	74
2.190	Dispute Resolution	74
	2.191 In General	74
	2.192 Informal Dispute Resolution	74
	2.193 Injunctive Relief	75
	2.194 Continued Performance	75
2.200	Federal and State Contract Requirements	75
	2.201 Nondiscrimination	75
	2.202 Unfair Labor Practices	75
	2.203 Workplace Safety and Discriminatory Harassment	75
	2.204 Prevailing Wage	75
2.210	Governing Law	76



2.211	Governing Law	76
2.212	Compliance with Laws	76
2.213	Jurisdiction	76
2.220	Limitation of Liability	76
2.221	Limitation of Liability	76
2.230	Disclosure Responsibilities	77
2.231	Disclosure of Litigation	77
2.232	Call Center Disclosure	77
2.233	Bankruptcy	78
2.240	Performance	78
2.241	Time of Performance	78
2.242	Service Level Agreement (SLA)	78
2.243	RESERVED - Liquidated Damages	79
2.244	Excusable Failure	79
2.250	Approval of Deliverables	80
2.251	Delivery of Deliverables	80
2.252	Contractor System Testing (RESERVED)	80
2.253	Approval of Deliverables, In General	80
2.254	Process for Approval of Written Deliverables	81
2.255	Process for Approval of Custom Software Deliverables (RESERVED)	81
2.256	Final Acceptance	81
2.260	Ownership	81
2.261	PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS	81
2.262	Rights in Data	82
2.263	Ownership of Materials	82
2.270	State Standards	82
2.271	Existing Technology Standards	82
2.272	Acceptable Use Policy	82
2.273	Systems Changes	82
2.280	Extended Purchasing	83
2.281	MiDEAL (Michigan Delivery Extended Agreements Locally)	83
2.282	State Employee Purchases	83
2.283	State administrative fee	83
2.290	Environmental Provision	84
2.291	Environmental Provision	84
2.300	RESERVED - Deliverables	85
2.301	RESERVED – Software	85
2.302	RESERVED - Hardware	85
2.310	Software Warranties	85
2.311	Performance Warranty	85
2.312	No Surreptitious Code Warranty	85
2.313	Calendar Warranty	86
2.314	Third-party Software Warranty	86
2.315	Physical Media Warranty	86
2.320	Software Licensing	86
2.324	License Retained by Contractor	86



<i>Glossary</i>	87
<i>Exhibit A - Technical Support Documentation</i>	90
<i>Exhibit B - Pre-Tested Software Subscription Documentation</i>	93
<i>Exhibit C - Motorola Application Software Maintenance and Support Documentation</i>	97
<i>Exhibit D - Third Party Software: Genesis Documentation</i>	117
<i>Exhibit E - Third Party Software: Infor EAM Documentation</i>	123
<i>Exhibit F - ASTRO25® System Upgrade Agreement (SUA) Documentation</i>	130
<i>Exhibit G - Master Software License Agreement and Warranty Documentation</i>	138



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State) with the Michigan Department of Technology, Management, and Budget (DTMB) issue the Contract for Contractor provided technical support and software maintenance for the Michigan Public Safety Communications System (MPSCS), to enable the procurement of wireless communications equipment, software, and services for use by the State in conjunction with the MPSCS.

1.002 BACKGROUND

In 1984, the Michigan State Police (MSP) formed and chaired a Steering Committee of representatives from several state departments and the state House and Senate Fiscal Agencies to evaluate the Michigan State Police 1940's era two-way radio system.

The committee recommended building a new system which specified that the new network must be large and flexible enough to support all state agencies. By 1990, the Governor's Telecommunications Task Force supported the Steering Committee's recommendation. In 1992, after several years of system design planning and cost studies, specifications for a request for proposal were finalized and published for response. The RFP did not attempt to include a system design, but rather stated the requirements in such a way as to permit bidders to submit a response with their own design to meet the requirements specified in the RFP.

In June 1994, the Michigan Legislature approved the funding for the new system and a contract was awarded to Motorola Inc. to build the Michigan Public Safety Communications System (MPSCS).

The MPSCS project started in 1995 and was completed in four phases over the next seven years. Phase One, consisting of southeast Michigan (including Detroit, Jackson, and Lansing), was completed in 1997. Phase Two, consisting of southwest Lower Michigan, was completed in 1998. Phase Three, consisting of the northern Lower Peninsula, was completed in 2000. In the fall of 2002, the original construction of the system was completed by providing 800 MHz digital radio coverage to the entire Upper Peninsula. Completion of the project included the ASTRO@25 6.0 upgrade to the entire MPSCS in November 2002. At time of completion, the MPSCS consisted of 179 towers and 8,000 radios from a limited number of state, federal, and local agencies.

The MPSCS was the first Project 25 (P25) compliant system in the nation and still remains the largest trunked interoperable public safety system in North America. P25 compliance provides a high degree of standards, equipment interoperability, compatibility, and economy of scale. Specifically, P25 systems can be maintained and effectively upgraded over the system's life cycle, thus meeting user requirements and achieving interoperability. P25 also enhances security while promoting committed manufacturers to provide compliant products, to facilitate competition, and achieving cost-effective emergency/public safety communications solutions.

The MPSCS has updated its operating system platform and related system technology providing enhanced security, enabling over the air re-keying of encryption, and adding data capabilities to the system's existing radios frequently referred to as Integrated Voice and Data (IV&D). The MPSCS has continued to evolve from the initial design to facilitate expansion of interoperable communications in accordance with Michigan's State-wide Communications Interoperable Plan (SCIP). The MPSCS has been the corner-stone of interoperable communications success across local, state, and federal public safety agencies during planned and unplanned events in and around Michigan. As public safety demands continue to expand, the MPSCS continues to be the leveraged investment to facilitate more robust interoperable voice and data communications.



Since the initial implementation of the MPSCS, the system continues to grow exponentially. The attack on the Twin Towers on September 11, 2001, brought to the forefront the need for interoperable communications. MPSCS is responding to this need by providing a state-of-the-art statewide communications. MPSCS has integrated nine simulcast city/county subsystems into the MPSCS system. This is a win-win for the new local users who experience the benefits of MPSCS system interoperability and core system management as well as current MPSCS subscribers who receive enhanced radio coverage. MPSCS works co-operatively with Canadian and adjoining state's agencies to provide cross jurisdictional communications in border areas to ensure true interoperability across national and international boundaries. Today, the MPSCS consists of nearly 250 towers (an increase of 40%) and 54,000 radios (an increase of 575%) from over 1,350 federal, state and local agencies. Since the system was built, the MPSCS has experienced a 40% reduction in staffing level.

The Blackout of 2003, which was the largest in United States history, solidified the value of the MPSCS. While commercial wireless carriers and local agencies public safety communications systems were failing due to overuse and lack of emergency power systems at their tower sites, MPSCS continued to provide dependable uninterrupted communication to its user community. MPSCS also played a role in the State of Michigan Emergency Management through its Network Communications Center, by identifying the blackout area through its alarm and control capabilities. The MPSCS has provided interoperable communications for multiple agencies for large scale planned events: 2005 All-Star Game, Super Bowl XL, World Series, NCAA Final Four, Buick Open, Stanley Cup. For any disaster or unplanned event, the MPSCS has provided robust primary interoperable communications for first responders: I-96 200 car pile-up in January 2008, I-100 car pile-up in December 2005, Silver Lake Basin dam failure in Marquette County in May 2003, Enbridge pipeline oil spill in the Kalamazoo River in July 2010, forest fires in Crawford County in 2007 and 2009, flooding in Kalamazoo in September 2008, tornado in Dundee in June 2010, hurricane type wind storms across Michigan in October 2010. There are many disasters and unplanned events that strike Michigan every day and the MPSCS provides interoperable communications for those first responders as they react and work the event.

Currently, the MPSCS is implementing upgrades (ASTRO25® Release 7.9 and ASTRO25® Release 7.11) to the System to provide the following major enhancements as documented in State of Michigan contract #071B9200262, Change Order #1:

- Increase the system user IDs to 128,000. This enhancement doubles the availability of radios on the system and updates system software and key architecture.
- Information Assurance provides Cyber Security control by providing/enhancing firewalls, router encryption, centralized authentication and event logging, Ethernet port security, backup and restore services, and additional safeguards to the network infrastructure.
- Platform Lifecycle Refresh – some of the system hardware components must be replaced to meet the requirements of the new operating system.
- Flexible 700/800mhz assignments – allows the state to take advantage of the newly available 700MHz radio spectrum and still allowing for interoperability between users.
- Emergency Alerts at Non-Valid Sites – allows for dispatch centers to receive emergency alerts from their first responders even when outside of the area enabled for their local talk group. (A change in P25 standards requested by Michigan for first responder safety.)
- Upgraded System Monitoring – new enhanced software applications enables the Network Communications Center (NCC) personnel to centrally monitor and manage the enhanced system. This includes implementation of Genesis SmartZone Airtime Interface (GenSZAI) software to capture and store Air Traffic Interface Application (ATIA) data.
- PremierOne CAD – computer-aided dispatch (CAD) software/hardware. (Replaces aged CAD system at MSP and establishes an enterprise standard for Department of Natural Resources and Energy (DNRE) and local agencies.)
- Automated Vehicle Locator (AVL) ASTRO 25 Outdoor Location Solution – provides the ability to track the location of personnel and vehicles using Global Positioning System (GPS) technology. (Replaces antiquated AVL system used by Department of Natural Resources and Energy (DNRE) and provides a state-wide solution for this technology.)
- Infor Enterprise Asset Management (EAM) – provides a radio-related communication infrastructure asset management system for the MPSCS. Allows the MPSCS to identify repair and operating costs associated with supporting the MPSCS and efficiently prioritizing work activities. (Replaces current out-of-date asset management system.)



1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The awarded contract will consist of the following scope:

- A. MPSCS maintenance and support.
- B. Continued delivery of upgrades ASTRO25® 7.9 and ASTRO25® 7.11 through transition of contract 071B9200262.
- C. MPSCS infrastructure equipment/hardware/software.
- D. Acquisition of subscriber units and accessories.
- E. Enterprise and end-user hardware/software/solutions.
- F. Professional services.
- G. Professional training.
- H. Documentation.
- I. Monthly meeting and report.

Separate Statements of Work issued by the State will be required for any acquisition that requires professional services any acquisition of integrated solutions/systems/software not currently owned by the state.

A more detailed description of the software, services (work) and deliverables sought for this contract is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

- **The State is not seeking a new or replacement system for the Michigan Public Safety Communications System.**
- Development of custom deliverable software is out of scope for this contract.
- Maintenance and support currently performed by the state MPSCS technicians is out of scope for this contract.

1.103 ENVIRONMENT

The Contractor must follow the standards for project management, systems engineering, and associated forms and templates found at <http://www.michigan.gov/suite>.

Agency Specific Technical Environment

The MPSCS is an 800 MHz voice/data trunked radio and telecommunications backbone network that covers the state alarm, control, and perimeter security at all sites. The MPSCS consists of towers, shelters, equipment and generator rooms, and dispatch centers, all equipped with requisite support systems. Support systems include HVAC, generator switch, transfer switch, fire detection system, secondary AC power distribution, cable trays, lighting, lightning protection interior and exterior, and interior equipment layout with cable and RF transmission lines. The MPSCS consists of hardware and software from multiple vendors with examples such as Microsoft Windows, Unix, Hewlett Packard, Motorola, and Alcatel. The MPSCS is fault tolerant at every level, including the remote sites, central sites, packet network, and Telecommunications Backbone Network (TBN) to provide full-featured trunked operation, even in the event of multiple equipment failures.

As the radio spectrum (channels) is a finite resource, MPSCS utilizes trunking technology that allows the most efficient use of radio channels. In trunked radio communications, all available user channels are placed into one pool. When a person needs to transmit, a channel is automatically selected from the available pool and used for their transmission. When the person is finished with their transmission, the channel is placed back into the pool for another individual to use. The result is more efficient use of radio spectrum with a minimal probability of not having access to a channel.

MPSCS uses digital technology which allows for clearer and more precise transmissions. Voice transmissions are processed into packets of digital data and transmitted. At the receiver end, the digital data is regenerated into human voice. Any noise picked up in the transmission process is eliminated resulting in a clearer transmission over a greater distance.



The system technology allows the radios to be programmed for statewide interoperability. The average radio on MPSCS is programmed in four tiers of talk groups which include local, regional, statewide and special event. Local talk groups are used by local public safety agencies to communicate within their agency. Regional talk groups are used by agencies within a region or district. Statewide talk groups is a standard set of talk groups that allow all users to have statewide capability allowing public safety agencies to communicate from one geographic corner of Michigan to the furthest point within the state. Special event talk groups are created by agency request and are used during critical emergencies or special events such as presidential visits and major sporting events. A talk group can use any of the channels available on the trunked system. The average non-trunked public safety radio usually has a capacity of ten dedicated channels or less whereas MPSCS radios can hold up to 1,250 talk groups. Automatic channel selection and talk groups greatly enhance the communications capabilities for public safety agencies.

The MPSCS also provides for enhanced officer/user safety. When the emergency button on the radio is pressed, an audible and visual alert, including the user's ID, automatically displays at the radio's home dispatch center. The radio declaring the emergency is automatically assigned the highest possible priority, or immediately assigned a voice channel regardless of whether the system is busy.

The MPSCS Network Communications Center (NCC) provides 24x7 support for federal, state, and local agencies. The NCC monitors the MPSCS infrastructure and dispatches service support as needed. The MPSCS also conducts preventative maintenance of the infrastructure and scheduled hardware and software upgrades. They are also responsible for support of radio and mobile computing equipment in state vehicles. The MPSCS also supports the state managed dispatch centers and local MPSCS integrated 911 dispatch centers.

1.104 Work And Deliverables

The Contractor shall provide deliverables, services, staff, and otherwise do all things necessary or incidental to provide software maintenance and technical support for existing and future enhancements/functionality required for the MPSCS in accordance with the requirements as set forth below and in Section II Requirements.

The deliverables described below are not necessarily all inclusive. The Contractor may propose other deliverables.

1.104 (I) SERVICES AND DELIVERABLES TO BE PROVIDED

1.104 (I)(A) - MPSCS Maintenance and Support

The Contractor must provide hardware and software maintenance and technical support of the MPSCS.

The following requirements apply to hardware and software maintenance contracts unless specifically specified differently in the requirements or Bidder response/documentation under each category in this subsection.

1. Maintenance programs commence at the end of the warranty period.
2. All maintenance is performed by qualified personnel familiar with the hardware/software.
3. Remote diagnostic capabilities are provided.
4. Maintenance and technical support is available on an annually renewable contract.
5. The software maintenance program includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable software support contract.
6. Guaranteed parts availability within the service response window at all times.
7. Emergency assistance is available 24 hours a day, seven days a week, at no additional cost to the State.
8. The State will be provided with information on software problems encountered at other locations, along with the solution to those problems, when such information is relevant to State software.
9. Support is provided for superseded releases and back releases still in use by the State provided the State maintains an annual maintenance contract for the specified software.
10. For the first year and all subsequent Contract years, the following services are provided for the current version and one previous version of any Software provided with the deliverables, commencing upon installation of the deliverables or delivery of the Software:
 - a. **Error Correction.** Upon notice by State of a problem with the Software (which problem can be verified by reasonable efforts to correct or provide a working solution for the problem.
 - b. **Material Defects.** The State will be notified of any material errors or defects in the deliverables known, made known to Contractor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.



- c. **Updates.** All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by Contractor and made generally available to its other customers: no additional charge will be provided to the State at no additional charge.

1.104 (I)(A.1) - Technical Support

- See **Exhibit A** for additional details.
- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

The Contractor shall provide technical support of the MPSCS infrastructure. The Contractor will provide a toll free telephone number for the Network Communication Center (NCC), engineers, and field technicians for technical issues that require a high level of communications systems expertise or troubleshooting. The Contractor must have a mechanism to document, track and report on calls into their support lines. Major components of the MPSCS include:

- a. Motorola ASTRO25® 700/800 MHz Trunking system
- b. Motorola Moscad Alarm and Control
- c. Motorola Over The Air Reprogramming encryption system
- d. Motorola Over The Air Programming system
- e. Motorola Telecommunications Backbone network
- f. Genesis data collection system
- g. Motorola Premier Mobile Data Computer system
- h. Motorola Computer Aided Dispatch system
- i. Motorola Automated Vehicle Location system
- j. Infor EAM Asset Management
- k. Motorola software maintenance tools such as Customer Programming Software (CPS) and Customer Service Software (CSS) programming tools
- l. Nice MCC7500 Recording Solution Interfaces
- m. Other third party software related to the MPSCS

The Contractor must provide three (3) levels of technical support based upon the severity of the technical issue within the 800 MHz Trunking system and interconnected sub-systems.

The 3 levels are:

Severity Level 1 – major system failure (33% of System or Zone, Console Site, OTAR, PMDC, Moscad, CAD or other major system component that is severely impaired or has failed).

- Must provide 7 x 24 x 365 days support.
- Must respond to call within one (1) hour.

Severity Level 2 – significant system impairment (not to exceed 33% system failure).

- Must provide 8 x 5 Monday – Friday support.
- Must respond to call within four (4) hours, standard business day.

Severity Level 3 – technical questions, upgrades/intermittent problems, scheduled maintenance/upgrades.

- 8 x 5 Monday – Friday, standard business hours support.
- Must respond to call within next standard business day.

The Contractor must establish and maintain a secure diagnostic link into the MPSCS for the sole purpose of supporting technical repairs. This link shall provide the required connectivity for programming and system restoration as required restoring system operation. Use of the diagnostic link requires prior notification to the MPSCS NCC and must be terminated if so directed by the NCC.

The Contractor must demonstrate the Contractor's staff is trained in the appropriate equipment and can properly affect repairs and/or reprogramming.

The Contractor's employees must pass the required MSP background checks if they have access to the MPSC network.



1.104 (I)(A.2) - Pre-Tested Software Subscription

- See **Exhibit B** for additional details.
- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

The Contractor must provide a service that pretests the updated commercial anti-virus definitions, intrusion detection sensor signatures for Microsoft, SUN, and other applicable operating system patches to determine impact to the ASTRO25® network and ensure no interference with network functionality.

- Contractor shall pre-test updates on Contractor's test system.
- In the event of anti-virus updates classified as Category 4 (severe, difficult to contain) or Category 5 (very severe, very difficult to contain), the Contractor will determine potential impact and determine if an immediate, high-priority release is necessary with notification to MPSCS designated personnel.
- Current anti-virus definitions shall be provided for the duration of the contract including any contract extensions as long as annual maintenance is obtained.
- Contractor shall notify MPSCS designated personnel that the pre-tested monthly anti-virus updates have been delivered.
- Contractor shall utilize an automatic anti-virus patch distribution system when possible to ensure all appropriate computers within the MPSCS system receive the anti-virus patches.

1.104 (I)(A.3) - Motorola Application Software Maintenance and Support

The Contractor must provide maintenance and support for Motorola application software. The State requires G Level software maintenance support which is to include:

- 24 hours per day, 7 days per week support.
- Supplemental releases – minor release of Motorola software that contains primarily error corrections to existing Standard release and may contain limited improvements.
- Standard releases – major release of Motorola software that contains enhancements and improvements.

The State is requesting support for the following Software:

1.104 (I)(A.3.a) - Premier MDC™

- See **Exhibit C** for additional details.
- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

The State currently uses:

- 1 PMDC server license
- 200 client licenses
- 24 in-house client licenses
- 10 PMDC-PCMCI Flashcard Media
- 1 State/NCIC/NLETS interface
- 1 CAD interface development

1.104 (I)(A.3.b) - PremierOne CAD™

- See **Exhibit C** for additional details.
- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

The State purchased and is implementing this software as part of the ASTRO25® 7.9/7.11 upgrade. The State requests maintenance to begin after implementation and warranty services have been exhausted. The State currently uses:

- 34 client licenses
- 1 PremierOne CAD server license
- 1 State/NCIC/NLETS interface
- 1 PMDC interface development
- 40 Spectracomm time sync software licenses
- 1 CadiCad interface

1.104 (I) (A.3.c) - Premier Automatic Vehicle Location™

- See **Exhibit C** for additional details.



- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

Premier Automatic Vehicle Location™ – The State purchased and is implementing this software as part of ASTRO® 7.9/7.11 upgrade. The State requests maintenance to begin after implementation and warranty services have been exhausted. The State currently uses:

- GPS Translator Protocol Interface
- Five (5) Advanced Tactical Mapping (ATM) Licenses
- ArcGIS software
- 1000 Premier AVL Server software licenses
- PMDC to Premier AVL Interface
- Persistence Presence Notifier 2.0

1.104 (I)(A.4) - Third Party Software Maintenance

The ASTRO25® 7.9 and 7.11 release upgrades includes 3rd party software. The Contractor shall provide software support maintenance that must include the following:

- Access via Internet or telephone to 3rd party software support helpline.
- Updates, enhancements, or modifications to the current general release version.

The State is requesting software support maintenance for the following software:

1.104 (I)(A.4.a) - Genesis products

- See **Exhibit D** for additional details.
- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

The State currently uses:

- 35 client licenses
- 7 GenSZAI server licenses
- 1 GenWatch3 NetVista Host
- 1 GenSZAI main data processor and database
- 1 GenSZAI data warehouse
- GenWatch3 CloneWatch
- GenWatch3 Skyview

1.104 (I)(A.4.b) - Infor EAM Asset Management System products.

- See **Exhibit E** for additional details.
- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

The State currently uses:

- Twenty-two (22) concurrent licenses of Infor EAM
- Twelve (12) concurrent licenses of Infor EAM Requestor
- Four (4) named licenses of Infor EAM Advanced Reporting-Author
- Twenty-two (22) concurrent licenses of Infor EAM Advanced Reporting-Consumer
- One (1) departmental site license of Infor EAM GIS
- One (1) departmental site license of Infor EAM Web Service toolkit
- Five (5) names licenses of Infor EAM Web Service Connector



Standard Support Plan

Infor365 Online Support

Infor365 Online Support is an interactive portal that enables you to access the tools, information, and people that can help you optimize your Infor solutions and be more competitive—24 hours a day, 7 days a week, 365 days a year. No matter where you are in the world or what Infor products you use, you can count on a personalized experience that meets your unique requirements. Access the tools you need to keep your software running efficiently, use the self service features to search for Solutions, commonly asked questions, and link to a host of additional Infor resources at www.infor365.com.

- Online access to customer support services

Infor Global Support analysts are available via the support site (www.infor365.com) This is the quickest way to get a response to your incident, since the system routes the incident directly to the analyst with specific product knowledge needed to address your inquiry.

- Telephone access to customer support services

You can reach support analysts via telephone during local support office hours to get answers to technical and application questions, get assistance with customer service incidents, and instruction in opening, monitoring, and reviewing incidents using Infor365 Online Support.

- 24x5 critical incident support

This type of support covers severity 1 incidents and is available Monday through Friday, 24 hours per day. 24x5 Critical incident support is not available for all Infor solutions.

- Incident response targets

Infor Global Support is committed to delivering rapid and effective response to your incidents. Our response targets depend on the severity level of the incident. Please refer to the Infor Global Support Scope of Operations for a detailed description of each severity level and the incident response targets.

- Remote access capabilities

With your permission, Infor Global Support analysts are available to remotely access your Infor application in order to analyze and resolve any complex system issues you may be experiencing.

- Access to download new product release updates

As part of your support agreement, you can access the next new release of your licensed product along with available migration tools. Access is provided to new capabilities and enhancements to existing capabilities which have been added to your Infor applications as a result of received enhancement requests.

- Access to feature packs, patches, and service packs

You'll receive solutions to reported incidents. In addition, you can access service packs, which are periodically scheduled for certain products and include modifications to the base product, localizations, and translated versions. Service packs may include officially published legal changes that require modifications to Infor HR, finance, and logistics software functions, as well as country-specific localizations or industry solutions.

- Subscription mailing list for critical solutions notification

Infor365 Online Support enables you to develop a profile identifying the solutions that are of particular interest to your company. When a critical incident solution record is created for one of your solutions, you'll receive quick email notification about its availability and how to access it.



- Infor365 Communities

Infor365 Community is a business networking site for users of Infor products. It provides you with 24x7 365-day a year access to the information you need to solve your toughest business challenges. Infor365 Community puts you in touch with more than 7,000 other Infor customers and partners, and more than 1,200 Infor staff, all of whom have been where you are and experienced the challenges you face. Infor Community includes a variety of ways to connect with your peers and find other community members who share your interests and concerns

- Support briefings

Support Briefings are designed to keep your key users current on the latest functions and features of your Infor solution. Infor Global Support continuously analyzes the need for specific topics to be addressed in Support Briefings, which are pre-recorded and can be watched anytime at your convenience.

1.104 (I)(A.5) - ASTRO25® System Upgrade Agreement (SUA)

- See **Exhibit F** for additional details.
- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

The Contractor shall provide maintenance support agreement that provides the hardware and software necessary to maintain the ASTRO25® system at the optimum level of Project25 support and availability. An upgrade must be completed bi-annually and includes the hardware, software and labor required to implement one system infrastructure upgrade in a two-year period. Agreement terms must include that Contractor will provide the State high level documentation 1 year and detailed documentation 6 months prior to upgrade what the upgrade includes, enhancements, cost, and residual benefit for the upgrade. The ASTRO25® Software Maintenance Agreement is inclusive in this agreement. The State understands that the agreement will not take effect until the ASTRO25® 7.11 upgrade is implemented and the warranties have been exhausted.

1.104 (I)(A.6) - System Support Manager

- See Section 1.201 of the Contract for additional information.
- Pricing is provided in **Attachment B**, Maintenance and Support Cost Table.

The Contractor shall provide a System Support Manager as technical liaison and single point of contact between the Contractor and State personnel to coordinate all aspects related to technical support, monitoring, documentation and maintenance of the MPSCS network. This contractor staff is considered to be Key Personnel for this contract. Refer to Section 1.201 for contractor responsibilities. This contractor staff person is to be physically located at the MPSCS offices, currently located in Lansing, Michigan.

1.104 (I)(B) - Continued Delivery of Upgrades ASTRO25® 7.9 and ASTRO25® 7.11

The MPSCS is implementing upgrades ASTRO® 7.9 and 7.11 to the System to provide major enhancements as documented in State of Michigan Contract #071B9200262, Change Notice #1. The Contractor shall provide pricing for the balance of the major enhancements at a later date when requested by the State.

The MPSCS ASTRO 25 7.9 Upgrade is Complete. Punchlist items have been identified and are in process of resolution.

The MPSCS ASTRO 25 7.11 Upgrade is currently in the planning stages. Schedules and work efforts are being defined and will be communicated to the MPSCS through regularly scheduled bi-weekly conference calls.

Motorola will provide applicable Pricing and Statements of Work with acceptance criteria for any requested future major enhancements.

Deliverable(s)

Future Statements of Work will identify required deliverables.

**Acceptance Criteria**

Future Statements of Work will identify acceptance criteria.

1.104 (I)(C) - MPSCS Infrastructure Equipment/Hardware/Software

- Detailed work will be described in future Statements of Work.
- Pricing is provided in **Attachment A**, Pricing List.

Contractor shall engineer, provide, deliver, install, test, maintain, and document the MPSCS Trunked Radio System and Telecommunications Backbone Network for the State as described in future Statements of Work and **Attachment A**.

All future sites and infrastructure must be approved by the MPSCS staff for compatibility and suitability with the existing system architecture. Any variations from established practices will require written approval by the MPSCS

The System consists of towers, shelters, equipment and generator rooms, and dispatch centers; all equipped with requisite support systems.

The System will furthermore consist of the equipment, including Hardware and certain Software embodied in or associated with such Hardware.

The MPSCS requires the Contractor provide the current status of its P25 offerings and the status of its current level of compliance with these standards as well its roadmap of future P25 offerings.

Contractor must be responsible for all construction and building renovation at all Sites required as part of the System installation as described in future Statements of Work.

Contractor's proposal response to future Statements of Works must include detailed design, hardware/software specifications, services, and third party support costs.

Refer to Article 1, Section 1.104(II) for Detailed Standards/Requirements.

Deliverable(s)

Individual Statements of Work will identify required deliverables.

Acceptance Criteria

Individual Statements of Work will identify acceptance criteria.

1.104 (I)(D) - Subscriber Radios, Accessories, and Options

- Pricing is provided in **Attachment A**, Pricing List.

Contractor must provide end-user Project25 compliant subscriber radios, accessories, and options compatible with the MPSCS. See **Attachment A**, pricing list which includes model/part number, description and unit price.

Deliverable(s)

Delivery of products/services as described in **Attachment A** as ordered by the State through the issuance of a Purchase Order to the contractor.

Acceptance Criteria

Acceptance of the Products will occur upon delivery to the State unless a Statement of Work or acceptance test plan exists.

**1.104 (I)(E) - Enterprise and End-User Hardware/Software**

- Pricing is provided in **Attachment A**, Pricing List.

Contractor has provided their list of hardware/software products available related to mobile computing, Computer Aided Dispatch, wireless broadband solutions, central dispatch, digital recording, Automated Vehicle Locator solutions, Records Management, public safety paging solutions and integrated software solutions. This hardware/software is included in the Pricing List, **Attachment A** and includes model, description, APC codes, and pricing or discount. Separate Statements of Work will be required for any acquisition of integrated solutions/systems/software not currently installed by the state.

Contractor has included "Product Code Discounts" in Attachment A covering their solutions for PremierOne CAD, Records, and Mobile applications, including CAD AVL (called ARL in PremierOne for "Automatic Resource Location). The PremierOne software solutions may be procured as a complete suite or as individual applications.

Each PremierOne deployment is highly tailored to the agency's environment, business rules, and training needs. Contractor will work with the State to develop a plan that suits the agency, subject to the list price discounts listed in Attachment A.

The Contractor will provide the annual updates of the current status of its P25 offerings and the status of its current level of compliancy with these standards as well its roadmap of future P25 offerings.

Deliverable(s)

Individual Statements of Work will identify required deliverables.

Acceptance Criteria

Individual Statements of Work will identify acceptance criteria.

1.104 (I)(F) - Professional Services

- Pricing will be determined in the associated future statement of work at the discounts in Attachment A, Pricing List.

Contractor must provide professional services as defined in future Statements of Work. Services must be dependent upon mutually agreed upon Statement(s) of Work between the Contractor and the State of Michigan. Once agreed the Contractor must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

Deliverables

Individual Statements of Work will identify required deliverables.

Acceptance Criteria

Individual Statements of Work will identify acceptance criteria.

1.104 (I)(G) - Professional Training

- Training courses will be identified as applicable in future statements of work, and associated costs identified the discounts in Attachment A, Pricing List.

Contractor will provide professional training classes to the State engineers, technicians, analysts, and managers or the Contractor products. The State has the option to subscribe to training classes scheduled by the contractor at the contractor's location. These training classes are outside the scope of future Statements of Work where training is included in the Contractor's proposal.



Deliverable(s)

- Technical training for State individuals supporting the MPSCS infrastructure (engineers/technicians).
- Train the trainer for software applications obtained from the contractor.
- End user for software applications obtained from the contractor.
- Technical training for State individuals who will be working with the contractor to configure the applications including establishing databases and interfaces, data conversion, customization, and upgrading the customized software.
- System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, including security.

Upgrades and new versions to the system that affect system support personnel include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.)

Training is provided in a variety of formats for product installation, use, and administration for a variety of levels (e.g. basic, advanced, refresher, etc.)

All training manuals, training plans and other documentation provided become the property of the State.

Acceptance Criteria

Successful delivery of training, manuals, and documentation.

1.104 (I)(H) - Documentation

System documentation exists of the MPSCS that includes system configurations, physical installation, and system testing. This is referred to as "As-Built" documentation. Contractor must update documentation as required based on the elements of modifications and/or enhancements to the existing system.

Deliverable(s)

1. Equipment/Software Manuals – Contractor must provide User, Operational, Functional Specifications and Technical Maintenance manuals for new equipment.
2. As Built Documentation – contractor must provide/update documentation dependent on modifications and enhancements:
 - a. System drawings
 - b. Fixed equipment documentation
 - c. Equipment inter-cabling diagrams for each site
 - d. Demarcation wiring lists
 - e. Programming and level setting data sheets
 - f. Equipment by site
 - Key access procedures
 - Site inventory lists
 - Remote sign-on procedures and passwords
 - Software versions and equipment wiring by equipment site
 - g. Field ATP test sheets and results
 - h. Warranty information

Acceptance Criteria

Successful delivery of documentation identified above or in future Statements of Work.

1.104 (I)(I) - Monthly Meeting and Report(s)

Contractor will attend monthly status/synchronization meetings with the MPSCS staff at their Lansing (or agreed upon) location. The following contractor staff should attend this monthly meeting: System Manager, Regional Sales, Regional Project Manager, and Regional Technical/Engineering Manager. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.



Contractor will provide monthly status report to the MPSCS containing the following information:

- Maintenance activity.
- Projects with local agencies.
- Projects with state agencies other than MPSCS.
- Pre-sales proposals that impact the MPSCS.
- Roadmap information including lifecycle, future releases, etc. that affect MPSCS.
- Report of software/hardware equipment sold via this contract since the last reporting period identified by Federal, State and local agency.

The report will be in a format mutually agreed upon by the State and Contractor.

Deliverable(s)

Monthly status reports.

1.104 (II) STANDARDS/REQUIREMENTS

As the MPSCS is an established architecture and system, the standards and requirements are documented in separate standards documents that are updated periodically which includes the standards governing P25 systems.

- A. MPSCS Site and Facilities Standards/Requirements
- B. MPSCS 700/800 MHz Trunking System Standards/Requirements
- C. MPSCS Telecommunications Backbone Network (TBN) Standards/Requirements
- D. MPSCS Network Communications Center Standards/Requirements
- E. MPSCS Dispatch Center Standards/Requirements
- F. MPSCS Documentation Standards/Requirements
- G. Industry Standards and Technical References
- H. MPSCS Book of Standards

The Contractor will review the currently Standards/Requirements documents and work with the State of Michigan to come to agreement on the document requirements. Following the review and mutual approval of the referenced documents, the Contractor agrees to meet or exceed the requirements set forth in the documents. The Standards/Requirements documents have the potential to be updated as time progresses. The Contractor will agree to such updates following mutual review and approval between the State and Contractor. Future Statements of work will be bound by the mutually agreed upon standards in place at the date of proposal unless otherwise agreed to by the State and Contractor.

1.104 (II)(A) - MPSCS Site and Facilities Standards/Requirements

The MPSCS tower sites use a self-supporting or guyed tower with capacity for growth at strategic points on the tower. Installing additional equipment on the tower requires the appropriate tower analysis and updating of drawings. The shelters are constructed using a pre-fabricated concrete design and delivered to the site as a complete unit. The shelters are vandal proof and designed for a 40 year life span with minimal maintenance. Within a separate room in the shelter, a properly sized generator will automatically supply power in the event of a utility power failure. The HV units are redundant, equipped with an economizer mode and controlled by a smart controller which rotates between HVAC units to equalize run time across the units and monitor humidity. The integrity of the shelter, AC/DC power and lighting systems are monitored by a Motorola Moscad Alarm and Control system which reports to the NCC. The sites are installed according to the R56 standards to ensure a safe and dependable communications facility.

The Contractor shall meet or exceed the standards and requirements of this section and as documented in the MPSCS Site and Facilities Standards/Requirements document.



1.104 (II)(B) - MPSCS 700/800 MHz Trunking System Standards/Requirements

The MPSCS is a Project 25 (P25) compliant statewide shared radio system for all of Michigan's first responders. P25 consists of eight (8) interface standards listed below with the first four (4) having the broadest impact:

1. Common Air Interface (CAI)
2. Inter-RF Sub-system Interface (ISSI)
3. Console Sub-system Interface (CSSI)
4. Fixed/Station Sub-system Interface (FSSI)
5. Network Management Interface
6. Data Network Interface
7. Subscriber Data Peripheral Interface
8. Telephone Interconnect Interface

The MPSCS operates with one hundred eighty four (184) multicast sites and forty eight (48) simulcast sites. All sites are compliant with the P25 standards at time of installation. The sites are combined into a seven (7) Zone Motorola ASTRO25 system interlinked by microwave radios. Several layers of redundancy are provided within the design of system providing a high-availability system for Michigan's first responders.

The importance of standards in public safety communications cannot be minimized. Standards facilitate interoperability and promote both fiscal and technical efficiencies. It is the goal of the MPSCS to be offering the proven technologies and P25 standards that promote critical information sharing and interoperability among all of Michigan's first responders.

The Contractor shall meet or exceed the standards and requirements of this section and as documented in the MPSCS 700/800 MHz Trunking System Standards/Requirements document.

Please Reference **Exhibit I** for a list of Contractor's P25 Trunking Features. The Contractor will provide ongoing updates to this Exhibit as it relates to future system releases.

1.104 (II)(C) - MPSCS Telecommunications Backbone Network (TBN) Standards/Requirements

The MPSCS has complete responsibility for the digital microwave network design, support, and performance of the entire System. The contractor must coordinate and confirm any additions to the TBN with the MPSCS engineers. All additions to the TBN must meet or exceed the current requirements built into the system and must be approved by MPSCS.

The Telecommunications Backbone Network (TBN) is a digital microwave network that provides the transport connectivity for the Michigan Public Safety Communications System (MPSCS). The MPSCS is a Project 25 (P25) compliant statewide shared radio system for all of Michigan's first responders. All interfaces provided by the TBN must include standard connections for DS0, DS1, and DS3 traffic as well as standard interfaces for Ethernet and TCP/IP connections as appropriate for existing and future interfaces to P25 equipment.

1. TBN Design

The MPSCS TBN was designed with major emphasis on reliability, availability, network management, and maintenance. All microwave TBN transmitters, receivers and high speed multiplex equipment includes automatically switched, hot standby equipment. The TBN ensures that failure of any hot standby equipment shall not effect operations. Leased telephone lines are generally not used for interconnection of the 700/800 MHz radio system. Any proposed leased telephone circuits will be reviewed on a case by case basis. Connection to the TBN today is at the DS1 level for the 800 MHz radio traffic. Future traffic additions will be by the addition of standard DS1 multiplex equipment and/or standard IP based network equipment at particular sites as required by the radio system design.

The TBN utilizes frequencies in the 6 GHz licensed public safety band for Primary Backbone Network paths and 7 GHz or above for Spur Network paths. Contractor must conduct an accurate and detailed microwave path analysis for each TBN link added including path surveys to determine actual antenna center lines. Building reflections and reflective surfaces in urban areas shall be taken into consideration in the path designs.

All channel interfaces provided by the microwave system shall be at the DS1 level at a minimum and in most cases must include channel bank equipment to further breakdown the DS1 level into standard fractional DS1 a



sub rate channelization. M12 or M13 multiplex equipment shall be integrated with the microwave terminals or supplied as part of the package.

Any additions to the TBN must be fully compatible with the 700/800 MHz radio system, consoles, and channel banks, and shall not degrade or limit the performance of these systems or any subsystems.

2. TBN Performance

The TBN microwave links must meet the following path availability criteria: 1) 99.9999% on all DS3 and 3DS3 or higher paths, and 2) 99.999% on all paths less than DS3. Paths that support a major simulcast subsystem or major dispatch center may require a higher path availability than 99.999%.

All individual paths and routes in the TBN must meet the AT&T errored second performance standards measured over 5 day as described as follows:

<u>Circuit miles</u>	<u>End to End</u>
<u><250</u>	<u>1.00%</u>
<u>250-1000</u>	<u>4.00%</u>

3. Special Requirements for Data Transmission

New TBN equipment which is integrated into the MPSCS shall meet or exceed the existing timing and synchronization requirements. Packet transport technologies must not degrade or limit the existing TBN system subsystem timing and performance and must function as part of the integrated system.

4. Capacity Requirements

The TBN shall include all required capacity for the 700/800 MHz traffic. Additionally, at a minimum, 50 percent growth capacity shall be provided into the TBN unless otherwise approved by the MPSCS.

5. Primary Backbone Network Bandwidth Requirement

The Primary Backbone Network is defined as any link or combination of links that will carry traffic between the MPSCS Zone Master sites as well as between Lansing, Detroit, Grand Rapids, and any major MPSCS Regional Dispatch Centers. The Primary Backbone Network shall have as a minimum one DS3 capacity (28 DS1s).

6. Spur Network Bandwidth Requirement

The spur network shall be equipped with a minimum capacity of 4 DS1s. The bandwidth required for the spur network shall support the 800 MHz traffic including the 50% growth capacity unless otherwise approved by the MPSCS.

7. Redundant Equipment

Major pieces of equipment used in the TBN include various levels of standby protection. All versions of the TBN radios provide various levels of protection to switch from radio A to radio B. Automatic switching occurs when a module fails or if the receive signal falls and triggers the radio Bit Error Rate (BER) threshold level. A user-controlled remote manual switch is a second method of switching. Remote manual switching is used for maintenance and testing purposes.

As a minimum the following major equipment items are equipped with standby protection components.

- RF Microwave Radio Equipment
- Digital Multiplexers
- Digital Access and Cross Connect System
- Battery Chargers

8. Demarcation

All multiplex sites include punch blocks (type 66 with split connectors or approved equal) for audio connection to radio or data channels. Punch blocks are mounted in EIA 19 inch racks.



DSX 1 digital cross connect panels are used to form the demarcation points for signals terminated at the DS1 primary path. There is a DSX-1 cross connect port provided for each DS1 dropped or cross connected at all sites.

The jackfields on the DSX-1 cross connect panels are wired and connected to allow independent testing of the "line" and the "equipment". The jackfields are equipped with a bridged monitor port for non-intrusive testing and shall include LED tracer lights for indicating cross connected circuits. All multiplex, signaling, data and audio cables which leave the shelter or equipment room are protected with gas discharge tubes or other approved surge protection devices complying with R56 standards.

1.104 (II)(D) - MPSCS Network Communications Center Standards/Requirements

The MPSCS Network Communication Center (NCC) is responsible for the operational readiness of the system. The NCC monitors all tower sites for proper operation of the 800 MHz trunking system, Telecommunications Backbone, tower lighting, utility or generator power, HVAC and security of the remote sites. The NCC assigns and programs the Astro 25 trunking system radio IDs, talkgroup IDs and coverage areas of the talkgroups. The NCC is staff 24x7x365 and is the primary contact center for members needing technical assistance for the system. The NCC also assigns and enables the MPSCS Interoperability talkgroups for emergency and routine events when requested by a member. The NCC remotely backs up the trunking system and associated systems as part of the MPSCS disaster recovery plan.

1.104 (II)(E) - MPSCS Dispatch Center Standards/Requirements

The MPSCS dispatch centers connected to the MPSCS consists of communications consoles that provide all the necessary functions to operate and control the 800 MHz Trunked Radio System, as well as existing VHF and UHF. Consoles incorporate radio, signaling and telephone control that provide efficiencies and simple operations for the dispatchers. The dispatch console incorporates required space and functionality for a Law Enforcement Information Network (LEIN) connection and telephone station set. The MPSCS has the built-in capability and functionality of controlling the area of several dispatch centers from one dispatch location or any combination of dispatch locations. All dispatch consoles are capable of receiving and transmitting encrypted calls.

The MPSCS integrates and supports voice communications logging recorders at dispatch centers. Recorders are equipped to record a minimum of 40 channels with date and time signals. Each dispatch center is equipped with interfaces to provide recording of talkgroups present at the consoles, private calls from the supervisor's dispatch position, mutual aid communications, phone patch communications, and existing conventional channels at the dispatch center. Each dispatch console position is equipped with dual, instant recall recorder control unit. All control units at a dispatch center are connected to a centralized digital recording unit. This provides the ability for dispatchers to instantly replay voice traffic from telephone and the selected radio talkgroup or channel. The centralized digital recording unit provides a minimum of 20 minutes of recording for telephone traffic and 20 minutes of radio traffic for each console position.

1.104 (II)(F) - MPSCS Documentation Standards/Requirements

As the MPSCS is a complex state-wide communications system, documentation is critical to maintenance and support of the system. Documentation must be standardized and complete as the system is updated and enhanced.

1.104 (II)(G) - Industry Standards and Technical References

The Contractor shall follow industry standards that may include those identified in the Industry Standards and Technical References.

1.104 (II)(H) - MPSCS Book of Standards

In addition to the Industry Standards, the Contractor shall follow the practices documented in the MPSCS Book of Standards.



1.104 (II)(I) - Non-MPSCS Initiated Projects

When the contractor develops proposals for State agencies (other than the MPSCS) local or federal agencies that integrate their communications systems into the MPSCS, the contractor must abide by the following:

1. Adhere to standards/requirements for:
 - a. MPSCS Site and Facilities
 - b. MPSCS 700/800 MHz Trunking System
 - c. MPSCS Telecommunications Backbone Network
 - d. MPSCS Network Communications Center
 - e. MPSCS Dispatch Center
 - f. MPSCS Documentation
2. Provide pre-sales solutions for review/approval.
3. Provide monthly status information.
4. Future MPSCS enterprise services.

1.104 (II)(J) - Transportation/Delivery

The Contractor must deliver the products as listed in **Attachment A** or in future Statements of Work. Contractor shall provide prepaid delivery, FOB (the delivery destination specified in the Purchase Order) to any State eligible customer located within the State's geographic boundaries. Unless otherwise specified within an individual order, the following shall be applicable to all orders issued under this Contract.

1. Shipment Responsibilities – Services performed under this contract shall be delivered "F.O.B. Destination, within Government Premises".
2. Delivery Locations – Specific locations will be provided by the State or upon issuance of individual purchase orders.

FOB Destination as used in this Contract: The term FOB destination shall mean delivered and accepted at identified agency destination-receiving site, with all charges for transportation paid by the Contractor. These charges are built into the price of each item.

- Cost for shipments to Site(s) specified by the State shall be the Contractor's responsibility.
- Transportation charges for the shipment of empty packing cases shall be paid by the Contractor.
- Contractor shall bear the cost of transportation when the Hardware and/or Software is replaced at the Contractor's request.

Packing Slip

Contractor shall provide a printed packing slip, and an electronic packing slip (Microsoft Word or Excel document preferred) for each physical shipment. The packing slip shall display:

1. State of Michigan Purchase Order Number or MIDEAL Purchase Order as appropriate
2. Purchaser's Name
3. Ship to Address
4. Shipping Instructions
5. Shipped from (vendor) information
6. Shipping Carrier name
7. Carrier's tracking number
8. Date shipped
9. Total number of packages
10. Serial number(s) if applicable
11. Item/part number
12. Line item description from the purchase order
13. Quantity ordered
14. Quantity included in shipment and whether Contractor considers the delivered item to be a partial or full satisfaction of the requirement

1.104 (II)(K) - RESERVED – Installation

**1.104 (II)(L) - Relocation of Hardware/Software**

1. System Hardware and Software provided under this Contract shall be installed only once by the Contractor, subject to the following exceptions:
 - a. Removals and installation because of Hardware and Software failure or malfunction during the warranty period.
 - b. Removals and installations to facilitate troubleshooting and malfunction investigation during the warranty period.
 - c. Removals and installation to upgrade Hardware and Software during the warranty period.
 - d. Removals and installation because of System design failure during the warranty period.
2. Prior to installation of any System Hardware and Software under this Contract, the State reserves the right to move the Hardware and/or Software from the designated Site to any other designated Site, provided the relocation Site conforms to the Contractor's original System design criteria and the State shall reimburse the Contractor for any additional costs incurred, utilizing the change management process defined in Article 1, Section 1.403 of this Contract.
3. Rearrangement of Hardware and/or Software after the initial installation within the same office for State convenience shall be at the State's expense.

1.104 (II)(M) - Risk of Loss or Damage and Title Transfer

1. All risks of loss and damage to the System and its component Hardware and/or Software transfers to the State upon delivery to the State.
2. Title to the Hardware and accessories purchased under this Contract shall pass to the State upon delivery and inventory by the State of the System equipment at the Site(s). Title to Software does not pass to the State under any circumstances.

1.104 (II)(N) - Notice to Proceed/Release of Work

1. Prior to the state of the System implementation for each future Statement of Work, the State Project Manager shall issue to the Contractor a written Notice to Proceed (NTP). This NTP shall initiate the Detailed Design Review process. Upon completion of the Detailed Design Review process, a Detailed Design Plan (DDP) shall be published by the Contractor and signed by the State Project Manager and the Contractor Project Manager.
2. The State Project Manager will issue Contract Releases in the form of Purchase Orders as written authorization for the installation and implementation of the System. Purchase orders issued by the State shall specifically reference this Contract and only the terms of this Contract shall govern. Purchase orders will serve as the authority for the Contractor to manufacture, construct, implement, and invoice for the System components described therein.

1.104 (II)(O) - Licenses/Authorizations

See Article 2, Section 2.033 Permits

1.104 (II)(P) - Equipment Compatibility

1. Contractor agrees that the Hardware and/or Software, together with any and all associated equipment it will provide, as otherwise specified in the Contract and described in the appropriate Detailed Design Plan (DDP) will perform individually and as an integrated System in accordance with the specifications and representations stated in this Contract. This Contract does not extend to the performance or integration of the System equipment into different systems generally nor specifically to System equipment in combination with products, elements or components not supplied by the Contractor.
2. During the performance of future Statements of Work, it is understood that the Contractor may implement changes in the products set forth in this Contract or substitute products of more recent design. This shall be allowed provided that any such changes, modifications and substitutions, under normal use shall not materially adversely affect physical or functional interchangeability or performance, or result in price changes except where there is prior written agreement between the State and the Contractor that specific characteristics will be so affected and/or price so affected.

1.104 (II)(Q) - Master Software License Agreement and Warranty



1. The Master Software License Agreement and any Sub Agreements must also be correlated to warranty for all Contractor and Third Party software and are provided in **Exhibit G**.

1.104 (II)(R) - Approved Equals

1. Specific reference in this Contract to any articles, device, equipment, materials, fixture, form or type of construction, etc. by name, make, or catalog number, with words "or approved equal", shall be interpreted as establishing a standard of quality. Contractor in such cases may, at its option, use articles, devices, equipment material, fixtures, forms or types of construction which, in the judgment of the State expressed in writing, is equal to that named. In cases involving the approval of substitutes, the opinion, judgment and decision of the State shall be final and bind all Parties.
2. Contractor will submit requests to substitute System equipment in writing to the State Project Manager, or designee. Requests shall be accompanied by samples, descriptive literature, and engineering information as necessary to fully identify and allow appraisal of the substitute request.
3. Approval by the State to substitute System equipment will be in the form of a written authorization by the State Project Manager. Approved substitutions may be used at Contractor's option.
4. Contractor shall bear the risk of any additional direct costs or delays that may be incurred as a result of its use substitute equipment, regardless of whether the State approved the substitution requested by the Contractor, unless mutually agreed to by both Parties.
5. Additionally, when Project 25 (P25) Land Mobile Radio (LMR) equipment or systems are purchased (or provided as an upgrade), with a non-standard proprietary feature or capability and a comparable feature or capability is part of the P25 standard, then the P25 LMR equipment or system must include the standards-based feature or capability.

1.104 (II)(Q) - MIDEAL – Extended Purchasing

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed.

This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Procurement, Department of Technology, Management and Budget, that the final approval to utilize any such contract in this manner must come from the contract vendor.

In such cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. In as much as these are non-state agencies, all purchase orders will be submitted by, and invoices will be billed to, the authorized MIDEAL member who will remit payment on a direct and individual basis in accordance with contract terms will remit payment.

Contractor will provide commodities and/or services to authorized MIDEAL Program members in accordance with the prices quoted in **Attachment A**.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor will provide a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advises the State of performance under the terms and conditions of the Contract.



The Single Point of Contact is Gordon Webb.
 Address: 228 Maple Street, Springport, MI 49284
 Office Phone: 517-857-3796
 Mobile Phone: 517-525-3606
 Fax: 517-857-3228
 Email: Gordon.Webb@motorolasolutions.com

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

Key Personnel – for future defined projects

All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have prior approval of the State. The State has identified the following as Key Personnel for future defined projects that require a Statement of Work:

- **Project Manager**

The Contractor will provide a Project Manager to interact with the designated personnel from the State as defined in future Statements of Work. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

The State reserves the right to request resumes from the Contractor for the Project Manager role for future Statements of Work. The State has identified the following required skills for the Project Manager role:

- 7 years of experience managing implementation of 800MHz infrastructure, upgrades, and/or software projects and implementation of projects of similar size and scope
- 2 years of experience in managing projects implementing the vendor's proposed solution
- Bachelor's Degree or equivalent experience
- Project Management Professional certification

Key Personnel – for execution of support agreement

The State has identified the following as key personnel for execution of the support agreement under this contract:

- **System Support Manager – John Cherney**

The Contractor will provide a System Support Manager dedicated to the MPSCS network who will coordinate all aspects related to the support, monitoring, and maintenance of the MPSCS network, from day-to-day routine upkeep of the system to managing quick response for emergency service calls, coordinating additional technical support and following up on repairs. System Managers can assist with database management, oversee the implementation of system upgrades, and coordinate user training. Interfacing with MPSCS user groups and conducting regular meetings to review system performance are routine parts of the job. The review includes a portfolio of reports that System Managers create from raw system data that will help MPSCS make informed daily operational and critical planning decisions relative to future network expansion and technology migration.

This Contractor staff person will be located at the MPSCS office in Lansing, Michigan.



The Contractor's System Support Manager's responsibilities include:

- Resolve project issues in a timely manner
- Review projects plans, status and issues
- Resolve deviations from project plans
- Ensure timely availability of Contractor resources
- Coordinate the Contractor resources necessary for a project
- Facilitate coordination between various external contractors
- Facilitate communication between different Contractor divisions
- Resolve project issues
- Escalate outstanding/high priority issues
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Arrange, schedule and facilitate Contractor staff attendance and project and monthly meetings
- Manages quick response for emergency service calls
- Coordinates additional technical support when necessary
- Follow-up on repairs
- Oversees the implementation of system enhancements
- Coordinates user training
- Interfaces with user groups
- Conducts regular meetings to review system performance

The Required skills for the System Support Manager are identified below:

- 1) 5 years of experience providing first level support to State-wide or multiple agency 800 MHz ASTRO P25 radio systems including infrastructure and software
- 2) 3 years of experience working with and/or supporting public safety agencies
- 3) Education: Bachelor's Degree or equivalent experience
- 4) Certification: Certification by proposed solution vendor (Preferred)

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this and future Statements of Work.

B. On Site Work Requirements

1. Location of Work

The work is to be performed, completed, and managed at locations designated in future Statements of Work.

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work perform as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.
- d. Hours of Operation do not apply to Contractor staff working on Security Level 1 Technical Support issue defined in Article 1, Section 1.104 1.A.1 or scheduled service interruptions.

3. Travel:

- a. No travel, travel time or expenses shall be billed outside the fixed price defined in the Statement of Work. This includes travel costs related to training provided to the State by Contractor.

4. Additional Security and Background Check Requirements:

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

**C. Contractor Roles and Responsibilities Applicable to Future Statements of Work**

- a) Contractor will be responsible for maintaining a tranquil working relationship between the Contractor work force their subcontractor(s) and their work force, State employees, and other construction contractors present at the work site. Labor disputes which result from Contractor's employees presence on the work site, or other action under the control of the Contractor must be quickly resolve by the Contractor. Labor disputes by the work force the Contractor will not be deemed sufficient cause to any claim by Contractor for additional compensation for loss or damage nor shall disputes be deemed sufficient reason to relieve Contractor from any of his/her obligations under the contract.
- b) The installation of the specified hardware/software must be accomplished by Contractor with minimum disruption or interruption to the State's normal business operation at the Sites.
- c) Future statements of work will include that hardware and/or software contracted for by the State hereunder, must be delivered to its proper location and installed by Contractor without additional cost or expense to the State. The State will not be deemed to have accepted any component or piece of hardware and/or software until such time as said hardware and/or software has been installed, is operating in accordance with the statement of work and accepted by the State. This will not apply to equipment only purchases.
- d) Prior to delivery of hardware and/or software contracted by the State hereunder, Contractor is responsible for destruction or damage of such hardware and/or software while in transit. In the event destruction or damage occurs to such hardware and/or software, Contractor must replace or repair such hardware and/or software without additional cost or expense to the State to the extent that such destruction or damage is caused by the fault or negligence of Contractor.
- e) Where penetration of any fire or smoke barrier is necessary, barriers must be restored by approved method as specified in the National Fire Protection Association (NFPA) codes, National Building Codes, and State fire codes.
- f) Contractor must obtain written permission from the State Project manager before proceeding with any work requiring cutting into or through any part of the building structure as girders, beams, concrete, or tile floors. This includes, but is not limited to, any part of the building structure where the fireproofing or moisture barrier may be impaired.
- g) Contractor must exercise reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any Site. Contractor must promptly report any damage regardless of cause, to the State.
- h) Contractor must ensure that required fire-fighting apparatus is accessible at all times and that his/her employees are trained in its use. The use and/or storage at the Site of flammable, explosive and/or toxic components included but not limited to gasoline, benzene, alcohol, naphtha, carbon tetrachloride or turpentine for cleaning of the Hardware on the State's premises is prohibited.
- i) Contractor must keep fully informed of all applicable Federal and State laws; applicable regulations pertaining to the Occupational Safety and Health Act (OSHA); all applicable local ordinances and regulations; and all applicable orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner effect the conduct of the work. Contractor must at all times observe and comply with applicable ordinance regulations, laws, orders and decrees, pay for all required construction permits.
- j) Contractor must remove all debris generated by Contractor or its subcontractors, and remove surplus material, tools and construction equipment, in accordance with future statements of work. Contractor must leave the site including any roadways to and from the site, in a satisfactory and usable condition.
- k) To the extent that Hazardous Materials are unexpectedly encountered, by Contractor, it shall respond pursuant to the terms of Section 2.291.
- l) Contractor must use, handle, store, dispose of, process, transport and transfer any material or substance considered a Hazardous Material, in accordance with federal and State Laws. If Contractor encounters any material reasonably believed to be a Hazardous Material and which may present a substantial danger, Contractor must (a) immediately stop all affected work, (b) give written notice to the State of the conditions encountered, and (c) take appropriate health and safety precautions.
- m) When applicable, in accordance with future Statements of Work, Contractor must comply with the requirements of 1974 P. A. 53, MCL 460.701 et seq. governing construction and demolition activities near public utilities and all other laws concerning underground utilities. In addition, Contractor must be responsible for immediately notifying the State of any contact with or damage to, underground utilities unless the existence or location of said utilities vary from that indicated by Miss-Dig or by the State. Contractor must be responsible for any delay and all costs relating to the obligations set forth in this paragraph. Access to the job site will be restricted to authorized personnel. All Contractor and subcontractor personnel must be required to wear a project identification badge while on the job site.
- n) In emergencies affecting the safety or protection of persons or the work or property at or adjacent to any Site, Contractor, without special instruction or authorization, is obligated to act or prevent threatened damage, death injury or loss. Contractor must give the state prompt written notice of any changes in the work resulting from the action taken. The State must order the required changes in the work, and unless the emergency resulted from



negligent acts or omissions within the control of Contractor, correspondingly adjust the Contract price or Contract time.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State will provide the following resources for the Contractor’s use on this project:

- Work space
- Minimal clerical support
- Desk
- Desk Telephone
- Access to copiers and fax machine

The State project team will consist of Executive Subject Matter Experts (SME’s), project support, and a DTMB, Office of MPSCS project manager:

Executive Subject Matter Experts

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME’s will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor’s project manager, within 48-hours of their expected decision date.

Name	Agency/Division	Title	Phone/e-mail
Brad Stoddard	DTMB/MPSCS	Director	stoddardb@michigan.gov
Theron Shinew	DTMB/MPSCS	Deputy Director	shinewt@michigan.gov
Patrick Kenealy	DTMB/MPSCS	Manager	Kenealyp@michigan.gov
David Hayhurst	DTMB/MPSCS	Manager	hayhurstd@michigan.gov

State Project Manager- DTMB

DTMB will provide a Project Manager who will be responsible for the State’s infrastructure and coordinate with the Contractor in determining the system configuration.

The State’s Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

The **State Project Manager/Contract Compliance Inspector** for this Contract is:

Name	Agency/Division
Theron Shinew	DTMB MPSCS

State Roles and Responsibilities



Coincident with contractor's performance of this contract, the State must, in addition to the responsibilities described in future Statements of Work, perform the following tasks:

- Provide a designated State Project Manager.
- Provide a designated State Project Engineer.
- Provide a designated State Field Representative(s).
- Provide a designated Site Maintenance Representative.
- Provide ingress and egress to the State's facilities and/or Sites as requested by Contractor and have such facilities available for installation of hardware.
- Provide, in accordance with an agreed upon delivery and installation schedule, a designated work area with adequate heat, light, and security to facilitate dispatch and mobile installations.
- Provide a suitable operating environment, safe storage, and power for the installation and operation of the System.
- Keep areas provided for the System equipment installation, free from storage of combustible items, corrosive chemicals, or bulky items. Such areas will be virtually free from any use not associated with the operation of the System as specified in this Contract.
- Consult with Contractor regarding approved methods of janitorial and maintenance services at the job site such that the least amount of dust, moisture, or gaseous chemical evaporation is created while meeting these service needs.
- Solely responsible for executing, filing, and obtaining licenses required by the Federal Communication Commission (FCC) for approved future Statements of Work for State owned installations.
- Responsible for maintaining a tranquil working relationship between the State's work force, their contractor and their work force.

1.203 OTHER ROLES AND RESPONSIBILITIES

The Contractor must coordinate with the MPSCS future Statements of Work and/or purchases from this contract by other State departments. Other State departments must assign a technical lead/project manager to work with the Contractor and the MPSCS for future Statements of Work.

1.300 Project Plan

Section 1.300 will be required for each subsequent Statement of Work approved through this contract.

1.301 PROJECT PLAN MANAGEMENT

Project Initiation Meetings

If requested by the State, the Contractor will be required to attend a Project Initiation Meeting to discuss the content and procedures of the Contract and Statement of Work. These meetings will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at these meetings.

Performance Review Meetings

The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan (or agreed upon location), or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor attendance at the meeting.

Project Control

1. The Contractor will carry out this project under the direction and control of the State.
2. Project plans for approved future statements of work must be in agreement with Article 1, Section 1.104 Work Breakdown Deliverables, and must include the following:
 - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.



- The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. Where applicable, the Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
- a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - Staffing tables with names of personnel assigned to Contract tasks.
 - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed).
 - Updates must include actual time spent on each task and a revised estimate to complete.
 - Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

SI-GATES Project Management Methodology

Contractor will utilize the SI-GATES Project Management Methodology. SI-GATES provides a common framework, methodology and repository for the nationalization of Contractor System Integration Team's activities during a Project's Lifecycle. SI-GATES represents a comprehensive set of cross functional processes separated into a Phase/Gate scheme to ensure proper project initiation through service. The SI-GATES is based on PMBOK methodology.

A diagram of the SI-GATES methodology and detail is included in this response as Exhibit I.

Project Plan deliverables will be provided at the DDP Phase of the project.

The information utilized in the execution of the project will be maintained and provided primarily in Microsoft Office Suite or Adobe PDF formats.

1.302 REPORTS

Reporting formats must be submitted to the State's Project Manager for approval within 30 business days after the execution of a purchase order resulting from an approved Statement of Work. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

- Weekly Project status
- Monthly Administrative Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control
- Purchasing



1.400 Project Management

1.401 ISSUE MANAGEMENT

Section 1.401 will be required for each subsequent Statement of Work approved through this contract.

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business leads

Level 2 – Project Managers

Level 3 – Executive Subject Matter Experts (SME's)

1.402 RISK MANAGEMENT

Section 1.402 will be required for each subsequent Statement of Work approved through this contract.

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract. The risk management plan will be developed during the initial planning phase of the project and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.



1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the Chief Procurement Officer regarding ultimate approval/disapproval of change request. If the DTMB Chief Procurement Officer agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the DTMB-Procurement Buyer will issue an addendum to the Contract, via a Contract Change Notice.

Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB-Procurement, risk non-payment for the out-of-scope/pricing products and/or services.

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

1.500 Acceptance

1.501 CRITERIA

Specific acceptance criteria are identified in Section 1.104 Work and Deliverables or will be identified in each individual future Statement of Work.

Acceptance of the Products will occur upon delivery to State unless a statement of work or acceptance test plan exists and provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing.

If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If State believes the System has failed the completed Acceptance Tests, State will provide to Contractor a written notice that includes the specific details of the failure.

1.502 FINAL ACCEPTANCE

Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been complete. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

1.600 Compensation and Payment

1.601 PRICING

Pricing shall be fixed for the duration of the Contract. See attached Pricing List in **Attachment A** and Maintenance and Support Costs in **Attachment B**.

The Contractor shall collect an administrative fee as identified in Section 2.283, State Administrative Fee.



The State shall have the right to hold back an amount equal to **ten percent (10%)** or the percent agreed upon by the Contractor and State in a future Statement of Work. The amounts held back shall be released to the Contractor after the State has granted Final Acceptance.

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this contract, Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Unless otherwise agreed by the parties, each future Statement of Work will include:

1. Background
2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Travel and Expenses
10. Project Contacts
11. Agency Responsibilities and Assumptions
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's DTMB Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

The Contractor and the State will conduct a baseline inventory the first year of the Contract. The Contractor and the State will annually review the changes in the quantity of items under warranty and maintenance and make necessary adjustments in pricing for the following year.

1.602 RESERVED - QUICK PAYMENT TERMS

1.603 PRICE TERM

Pricing in **Attachment A** and **Attachment B** is firm for the term of the Contract.

1.604 TAX EXCLUDED FROM PRICE

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The Bidder's prices must not include sales tax. DTMB-Procurement will furnish exemption certificates for sales tax upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Bidder's prices must not include the Federal Excise Tax.

1.605 INVOICES

The Contractor must provide invoices that, at a minimum, include:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;



- Total invoice price; and
- Payment terms, including any available prompt payment discount.
- Signed and completed payment milestones

The Contractor will submit properly itemized invoices to
DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909

or

DTMB-Accounts-Payable@michigan.gov

The State will pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

Payment Terms for this contract are Net 45 days.

1.606 TRAVEL

No travel, travel time or expenses shall be billed outside the fixed price defined in the Statement of Work. This includes travel costs related to training provided to the State by Contractor.



Attachment A – Pricing List

Attachment A - STATE OF MICHIGAN SUBSCRIBER RADIOS				
MICHIGAN STATEWIDE 800 MHz TRUNKING SYSTEM				
SUPPLEMENTAL PRICE SHEET - All State and Local Users				
Item	Qty	Model/Part No.	Description	Unit Price
OPTIONAL SUBSCRIBER UNITS				
MOBILE RADIOS-APX				
All APX Mobile Radios include:				
			Smartzone Operation	
			Trunked ID Display	
			10 Watt Audio	
			3 dB gain antenna	
			Multi-Zone Operation	
			APCO 25 Trunking	
			Mobile Subscriber Software Feature License	
			ASTRO IV&D Capable	
		M30TSS9PW1N/GA00308	APX7500 Mobile radio with Dual Band 7/800/VHF Dash Mount	\$5,093.60
		M30TSS9PW1 N/GA00308E	APX7500 Mobile radio with Dual Band 7/800/VHF Dash Mount with DES OFB Encryption and OTAR	\$6,164.80
		M30TSS9PW1NR/GA00308	APX7500 Mobile radio with Dual Band 7/800/VHF Remote Mount	\$5,231.20
		M30TSS9PW1NR/GA00308E	APX7500 Mobile radio with Dual Band 7/800/VHF Remote Mount with DES OFB Encryption and	\$6,302.40
		M25URS9PW1 N	APX 6500 Mobile Radio Dash Mount	\$3,722.00
		M25URS9PW1 NG298/W625	APX 6500 Mobile Radio Dash Mount with DES OFB Encryption and OTAR	\$4,793.20
		M25URS9PW1 NR	APX 6500 Mobile Radio Remote Mount	\$3,859.60
		M25URS9PW1NRG298/W625	APX 6500 Mobile Radio Remote Mount with DES OFB Encryption and OTAR	\$4,930.80
MOBILE RADIOS - XTL5000				
All XTL5000 Mobile Radios include:				
			Enhanced Smartnet Operation	
			Trunked ID Display	
			10 Watt Audio	
			3 dB gain antenna	
			Multi-Zone Operation	
			ASTRO Project 25 CAI	
			Mobile Subscriber Software Feature License	
			ASTRO IV&D Capable	
			Administrative Charges	
			Shipping charges	
Item	Qty	Model/Part No.	Description	Unit Price
1	1	M20URS9PW1N/G72	XTL5000-W3	\$3,978.00
2	1	M20URS9PW1N/G72E	XTL5000 - W3 with DES - OFB Encryption & OTAR	\$5,118.00
3	1	M20URS9PW1N/G73	XTL5000 - 05 - Dash Mount	\$3,441.00
4	1	M20URS9PW1N/G73E	XTL5000 - 05 - Dash Mount with DES-OFB Encryption & OTAR	\$4,581.00
5	1	M20URS9PW1N/G73/G67	XTL5000 - 05 - Remote Mount	\$3,575.00



6	1	M20URS9PW1N/G73E/G67	XTL5000 - 05 - Remote Mount with DES-OFB Encryption & OTAR	\$4,715.00
7	1	M20URS9PW1N/G81	XTL5000 - W9 - Remote Mount	\$3,978.00
8	1	M20URS9PW1N/G81E	XTL5000 - W9 - Remote Mount with DES-OFB Encryption & OTAR	\$5,118.00
9	1	M20URS9PW1N/G83	XTL5000 - W5 Motorcycle Radio	\$4,335.00
10	1	M20URS9PW1N/G83	XTL5000 - W5 Motorcycle Radio with DES-OFB Encryption & OTAR	\$5,475.00
XTL5000 Mobile Radio Options				
11	1	W20	Pushbutton Microphone for W7 operation	\$133.00
12	1	W269	Siren PA Module	\$499.00
13	1	W665	Control Station Operation (compatible with dash mount radios only)	\$336.00
14	1	G625/G498	DES-XL Operation & OTAR	\$1,140.00
15	1	T6717	KVL3000 PLUS Encryption Keyloader	\$2,968.00
MOBILE RADIOS - XTL2500				
All XTL2500 Mobile Radios include:				
Enhanced Smartnet Operation				
Trunked ID Display				
3 dB gain antenna				
Multi-Zone Operation				
ASTRO Project 25 CAI				
Mobile Subscriber Software ature License				
ASTRO IV&D Capable				
Administrative Charges				
Shipping charges				
16	1	M21URM9PW1N	XTL2500 - Dash Mount	\$2,983.00
17	1	M21URM9PW1N/G67	XTL2500 - Remote Mount	\$3,212.00
XTL2500 Mobile Radio Options				
17	1	W20	Pushbutton Microphone for W7 operation	\$139.00
18	1	W269	Siren PA Module	\$499.00
MOBILE RADIOS -XTL1500				
All XTL1500 Mobile Radios include:				
Enhanced Smartnet Operation				
Trunked ID Display				
3 dB gain antenna				
Multi-Zone Operation				
ASTRO Project 25 CAI				
Mobile Subscriber Software ature License				
ASTRO IV&D Capable				
Administrative Charges				
Shipping charges				
19	1	M28URS9PW1N	XTL1500-Dash Mount	\$1,722.00



XTL1500 Mobile Radio Options				
20	1	W20	Pushbutton Microphone for W7 operation	\$139.00
CONTROL STATIONS XTL5000				
All XTL5000 Control Station Radios include:				
		Enhanced Smartnet Operation		
		Trunked ID Display		
		Multi-Zone Operation		
		ASTRO Project 25 CAI		
		Mobile Subscriber Software Feature License		
		ASTRO IV&D Capable		
		Administrative Charges		
		Shipping charges		
XTL5000 Control Station				
21	1	M20URS9PW1 N	XTL5000 05 - Control Station	\$3,785.00
22	1	M20URS9PW1 N/G625	XTL5000 05 - Control Station with DES-OFB Encryption & OTAR	\$4,925.00
23	1	L20URS9PW1 N/L146	XTL5000 W7 - Console Control Station with tone remote control	\$5,299.00
24	1	L20URS9PW1/G625/L146	XTL5000 W7 - Console with TRC & DES-OFB Encryption	\$6,439.00
25	1	L20URS9PW9 N/L146	XTL5000 W9 - Console Control Station with digital remote control	\$4,976.00
26	1	L20URS9PW9/G625/L146	XTL5000 W9 - Console with DRC & DES-OFB Encryption	\$6,116.00
XTL5000 Control Station Radio Options				
27	1	L3030	MC3000 Digital Remote Control	\$865.00
28	1	L3208	Junction box for MC3000 (1 required for up to 6 MC3000)	\$677.00
28	1	L3213	MC1000 Desktop Tone Remote	Not Available
29	1	G625/G498	DES-XL Operation & OTAR	\$1,140.00
30	1	T6717	KVL3000 PLUS Encryption Keyloader	\$2,968.00
CONTROL STATIONS - XTL2500 & XTL1500				
All XTL2500 & XTL1500 Control Station Radios include:				
		Enhanced Smartnet Operation		
		Trunked ID Display		
		Multi-Zone Operation		
		ASTRO Project 25 CAI		
		Mobile Subscriber Software Feature License		
		ASTRO IV&D Capable		
		Base Tray with Speaker		
		Power Supply (120 VAC)		
		Administrative Charges		
		Shipping charges		
XTL2500 Control Station				
31	1	M21URM9PW1 N	XTL2500 Control Station	\$3,244.00
XTL1500 Control Station				
32	1	M28URS9PW1 N	XTL1500 Control Station	\$2,020.00



PORTABLE RADIOS - XTS5000			
	All XTS5000 Portable Radios include:		
		Enhanced Smartnet Operation	
		Trunked ID Display	
		Belt Clip	
		Dipole Antenna	
		Multi-Zone Operation	
		ASTRO Project 25 CAI	
		ASTRO IV&D Capability	
		Portable Subscriber Software Feature License	
		Administrative Charges	
		Shipping charges	
33	1	H18UCF9PW6N	Astro XTS5000 Portable Radio - Model II \$3,257.00
34	1	H18UCF9PW6N/Q625	Astro XTS5000 Portable Radio - Model II with DES OFB Encryption & OTAR \$4,286.00
35	1	H18UCH9PW7N	Astro XTS5000 Portable Radio - Model III \$3,644.00
36	1	H18UCH9PW7N/Q625	Astro XTS5000 Portable Radio - Model III with DES OFB Encryption and OTAR \$4,673.00
	ASTRO XTS5000 Portable Radio Options and Accessories		
37	1	PMMN4051	Remote Speaker Microphone \$75.00
38	1	NTN6124	Comport Integrated Microphone/Receiver \$386.00
39	1	NTN8381	Leather Swivel Carry Case \$51.00
40	1	WLPN4108	Six Unit Multi-charger - SMART \$642.00
41	1	NTN1873	Single Unit Charger \$132.00
42	1	N2001	XTVA Vehicular Adapter with 3 dB gain antenna \$1,308.00
43	1	N2001/NLF1258	XTVA Vehicular Adapter with 15 watt amplifier and 3 dB gain antenna \$1,752.00
44	1	Q229	Handheld Control Head for XTVA \$327.00
45	1	Q625/Q498	DES-XL Operation & OTAR \$1,029.00
46	1	T6717	KVL3000 PLUS Encryption Keyloader \$2,968.00
47	1	NTN8923	High Capacity NiMH Battery \$44.00
PORTABLE RADIOS - XTS2500			
	All XTS2500 Portable Radios include:		
		Enhanced Smartnet Operation	
		Trunked ID Display	
		Belt Clip	
		Dipole Antenna	
		Multi-Zone Operation	
		ASTRO Project 25 CAI	
		Portable Subscriber Software Feature License	
		Administrative Charges	
		Shipping charges	
48	1	H46UCC9PW5N	Astro XTS2500 Portable Radio - Model I - Basic - No display \$2,001.00
49	1	H46UCD9PW5N	Astro XTS2500 Portable Radio - Model 1.5 with Display \$2,079.00
50	1	H46UCF9PW6N	Astro XTS2500 Portable Radio - Model II \$2,439.00
51	1	H46UCH9PW7N	Astro XTS2500 Portable Radio - Model III \$2,616.00
	ASTRO XTS2500 Portable Radio Options and Accessories		
52	1	PMMN4051	Remote Speaker Microphone \$75.00
53	1	NTN6124	Comport Integrated Microphone/Receiver \$386.00
54	1	NNTN4116	Leather Swivel Carry Case \$47.00
55	1	WLPN4108	Six Unit Multi-charger - SMART \$642.00
56	1	NTN1873	Single Unit Charger \$132.00
57	1	NTN9858	High Capacity NiMH Battery \$49.00
PORTABLE RADIOS -XTS1500			
	All XTS5500 Portable Radios include:		



		Enhanced Smartnet Operation		
		Belt Clip		
		Antenna		
		Multi-Zone Operation		
		ASTRO Project 25 CAI		
		Portable Subscriber Software Feature License		
		Administrative Charges		
		Shipping charges		
58	1	H66UCC9PW5N	Astro XTS1500 Portable Radio - Basic - No Display	\$1,293.00
59	1	H66UCD9PW5N	Astro XTS1500 Portable Radio 1.5 with Display	\$1,375.00
60	1	PMMN4051	Remote Speaker Microphone	\$75.00
61	1	NNTN4116	Leather Swivel Carry Case	\$47.00
62	1	WLPN4108	Six Unit Multi-charger - SMART	\$642.00
63	1	NTN1873	Single Unit Charger	\$132.00
64	1	NTN9858	High Capacity NiMH Battery	\$49.00



Attachment A - Product Code (APC) Discounts

Provide pricing discount for all other radio products and services not identified in the State of Michigan Subscriber Radio Pricing and Local Agency Subscriber Radio Pricing

SECTION	CATEGORY	MODEL DESCRIPTION	PRODUCT CODES (APC)	DISC. %
1.0	MOBILE RADIOS	PM 400 Series	019, 185, 554,412, 706	15%
		PM 1500 Series	483, 185,604,623,204	15%
		APX	656, 527, 0471	20%
		Astro XTL5000	500, 585	20%
		Astro XTL2500	514,518	20%
		Astro XTL1500	775, 726	23%
		Base Interface	351	15%
		CDM Series	103,554, 577,109	30%
		HPD1000	153	15%
		All Other Radius	All APC Codes	20%
		Vehicular Repeater System	287	15%
		All Other Non Listed Mobile Radios	All APC Codes	15%
		1.1	MOBILE ACCESSORY	Antennas
2.0	FIXED STATIONS	Simulcast Controller	335	15%
		MTR	512	29%
		Quantar	448,225	20%
		Quantar	509	24%
		XTL5000 Consolette	276	20%
		Radius All	All APC Codes	20%
		All Other Non Listed Stations	All APC Codes	10%
		CDR Series	794,793,291, 362,457	10%
		GTR Series	112	10%
2.1	MICROWAVE	Microwave	131	5%
2.2	FIXED STATION ACCESSORIES	All Items	207,274,201, 351, 740, 147	10%
		All Dropship Not Listed	All APC Codes	10%
2.3	FIXED STATION CONTROLS	CentraCom Gold	404, 202, 228, 322	21%
		Control Modules	228, 244	21%
		Console	202	21%
		Flashport	729	0%
		Command Plus	740, 129	16%
		Command Star	124	16%
		MC Series Desk Top Control	124	16%
		Console Furniture	202, 229, 708	10%
		CRT Console	708	5%
		Plant 911	131	10%
		Nice Recording	229	5%
		MC3000 Digital	124	16%
		MIP5000 VOiP Radio Console	740, 322, 124	5%
		MCC5500	322	10%
		MCC7500	443	15%
	All Other Non Listed Fixed Sta. Controls	All APC Codes	10%	

SECTION	CATEGORY	MODEL DESCRIPTION	PRODUCT CODES (APC)	DISC. %
2.5	ANTENNA SYSTEMS	All Items	207,708,291,229	10%
2.7	RECEIVERS	Minitor IV	183,839	10%
		Quantar Receiver	743,509	15%
		Astro Tac Receiver	743,360,225,677	15%
		MTR Receiver	512	15%
		All Other Non Listed Receivers	All APC Codes	10%
3.0	PORTABLE RADIOS	APX	655,0481,0426	20%
		XTS5000	721,320,654	20%
		XTS 2500	205,407	20%
		XTS1500	687	20%
		XTVA	256	15%
		HT750	672	30%
		HT1250	749	30%
		EX400/500	004	25%
		MTX	511,921	25%
		CP100	009	15%
		CP150	018	15%
		CP200	018	15%
		CP125	246	15%
		PR400	442	15%
		PR860	005	15%
		PR1500	626	15%
		Personal Location	222,372	10%
		MT1500	687	20%
		All Other Radius	All APC Codes	20%
		All Other Non Listed Portable Radios	All APC Codes	15%
4.0	PAGERS	All Pagers	All APC Codes	15%
4.1	PAGING ENCODERS	Zetron640, 2100, 2200	226	15%
5.0	SECURE SOLUTIONS	Comparator	424	20%
		Voice Modem	643	16%
		Key Mgmt Controller	137	15%
		Console Interface	424	20%
		KVL3000	201,462,414,454	16%
		AstroTac	525	20%
		Astro DIU	524	20%
		All Other Non Listed Secure Solutions	All APC Codes	15%
6.2	TRUNKED RADIO	Smartnet systems	277	15%
		Smartzone systems	280,281	15%
		ASTRO systems	524,525	20%
		SIMS II, SIP, Systems Watch	647	15%
		FNX2000	495	15%
		Astro 25 Software	877	0%
7.0	FLASHPORT	FLASHport software	430	0%
11.0	DATA SYSTEMS	Mobile Workstation 800 Series	736	20%



SECTION	CATEGORY	MODEL DESCRIPTION	PRODUCT CODES (APC)	DISC. %
		ML900 Mobile Workstation Series	343	20%
		HC700 Hand Held Computer	451,629	25%
		Mobile Digital Video Recorder	171	5%
		Workstation 300 & 350	450	10%
		VRM 850	508	12%
		RNC3000	381 403	12%
		Quantar Data Station	509 680	12%
		Data Infrastructure	403	5%
		Fixed Network Equipment	683,291,207, 708	10%
		Mobile Computing Accessoies	170,291	10%
		Mobil Video	171	10%
		All Other Non Listed Data System	All APC Codes	10%
12.0	BROADBAND SOLUTIONS	Mesh, Motomesh	683, 291	10%
		Meshtrac	683,	10%
		Hotzone Duo Wirless Access Point	683	15%
		Intelligent Traffic Surveillance Solutions	040	10%
		Multi-Net Mobility	39,708,509 15, 772,	15%
		Fire Ground Communications System	721,332	10%
		Mobile Computing and Team	177	25%
		ES400	177	8%
		All Broadband Service	177	18%
		WLAN	832	25%
		Air Defense	832	25%
		Advance Data Cap (ADC)	981	25%
		Radio Frequency ID (RFID)	981	25%
		Wireless Networking Solutions	All APC Codes	10%
		All Other Non Listed Broadband	All APC Codes	10%
13.0	BIOMETRICS	Air Mobile	0879	10%
		Automatic License Plate Recognition	041	10%
		Intelligent Video Surveillance & Control	041,683, 343	10%
		All Other Non Listed Biometrics	All APC Codes	10%
14.0	FIXED & MOBILE DATA	Moscad, MCP	214	10%
		Intrac	275, 403, 683, 469	15%
		ACE3600	085	10%
		All Other Non Listed Fixed Data	All APC Codes	10%
15.0	INTEGRATED SOLUTIONS	Mobile Applications	0879	10%
		CAD Solutions	0333,611	10%
		TX Application	232	10%
		Public Service Applications	842	10%
		Records Management Solutions	0297	10%
		All Other Non Listed Integrated Solutions	All APC Codes	10%
16.0	SERVICE PRODUCTS	Infras Board Level Rep	290	10%
		Information Services	768	10%
		Radio Support Center Services	964A	10%
		Field Response Services	984	10%

SECTION	CATEGORY	MODEL DESCRIPTION	PRODUCT CODES (APC)	DISC. %
		Upgrade Assurance Plan	877	5%
		Software Subscription	877	5%
		All Other Non Listed Service Products	All APC Codes	10%
17.0	PROFESSIONAL SERVICES	Professional Services	128,208	5%
		Training		5%
		All Other Non Listed Professional Services	All APC Codes	5%
17.0	SECURITY SERVICES	ASTRO Network Security Monitoring	519	5%
		Pre-Tested Software Subscription	519	5%
		All Other Non Listed Security Services	All APC Codes	5%
17.0	SITE MANAGEMENT	Antenna Site Audit	390	5%
		Antenna Site Management	390	5%
		Radio Site Security	768	5%
		Inventory Management Service	219	5%
		All Other Non Listed Site Management	All APC Codes	5%
	INSTALLATION	Instal/Removal - FSO	461	5%
		Instal/Removal - MSS	209	5%
		All Other Non Listed Installation Services	All APC Codes	5%
	TECHNICAL SERVICES	Dispatch Service	768	10%
		Network Monitoring Service	561	10%
		OnSite Infrastructure Response Service	769	5%
		Network Preventive Maintenance	769	5%
		Technical Support Service	772	10%
		All Other Non Listed Technical Services	All APC Codes	5%
	REPAIR SERVICES			
		Local Radio Support Service	206	5%
		Radio Repair Bank	386	0%
		Radio Repair Service	964	5%
		All Other Non Listed Subscriber Repair	All APC Codes	5%
		Infrastructure Repair	929	10%
		Infrastructure Repair w/Adv. Rep.	929	10%
		All Other Non Listed Infrastructure Repair	All APC Codes	10%
	SOFTWARE SUBSCRIPTION SERVICE			
		Software Subscription Agreement	823, 260	5%
		Infrastructure Software Installation	984	5%
		Software Upgrade Design Service	768	0%
		Radio Software Installation Service	295	5%



SECTION	CATEGORY	MODEL DESCRIPTION	PRODUCT CODES (APC)	DISC. %
		All Other Non Listed Software Subscription	All APC Codes	5%
18.0	PARTS & ACCESSORIES	All Parts and Accessories	All APC Codes	15%

NOTES:

- 1) DISCOUNTS APPLY TO ALL EQUIPMENT OPTIONS THAT ARE COVERED BY THE SAME PRODUCT CODE (APC NUMBER). OPTIONS THAT EXTEND EQUIPMENT WARRANTY, SUCH AS OPTION NUMBER H885 AND G24 ARE NOT DISCOUNTED. THESE ARE CLEARLY IDENTIFIED AS "EXTENDED WARRANTY" OR "EXTENDED PERFORMANCE AGREEMENT."
- 2) ANY "DROP SHIP" ITEM NOT OTHERWISE IDENTIFIED BY A PRODUCT CODE (APC) IS DISCOUNTED AT 10%
- 3) ALL ACCESSORIES ORDERED THROUGH MOTOROLA PARTS AND AFTER MARKET ACCESSORIES DIVISION IS 15% DISCOUNT
- 4) VALUE-ADDED SERVICES INCLUDED WITH THIS CONTRACT ARE:
 - A) ON-SITE HELP WITH SYSTEM DESIGN AND ENGINEERING BEFORE THE PURCHASE
 - B) ASSISTANCE WITH ANALYSES OF AGENCY OPERATIONS, SPECIFIC TO COMMUNICATIONS, TO IDENTIFY POTENTIAL IMPROVEMENTS IN OPERATIONAL EFFICIENCY.



Attachment A - PORTABLE RADIO BATTERY PRICES

Part Number	Type	Chem Type	Avg. Mah	Warranty Type	Other Info	Michigan Contract Price
HT1000 / MT2000 / MTS2000 / JT1000 MTX8000 & 9000						
HNN9028AR	Batt	NiCd	1500	24C/24W	IMPRES/SMART	\$39.00
HNN92029AR	Batt	NiCd	1400	24C/24W	IMPRES/SMART	\$51.00
NTN7143CR	Batt	NiCd	1200	18C/24W		\$31.00
NTN7144CR	Batt	NiCd	1500	18C/24W		\$33.00
NTN7146BR	Batt	NiCd	1200	18C/24W		\$45.00
NTN7372BR	Batt	NiCd	1300	18C/24W		\$45.00
NTN7150AR	Batt	NiCd	1200	18C/24W	MSHA	\$45.00
NTN7341AR	Batt	NiCd	1400	18C/24W	No Replacement	Obsolete
NTN7372AR	Batt	NiCd	1200	18C/24W		\$40.00
WPNN4013A	Batt	NiMH	2000	12C/24W		\$42.00
HNN9103DR	Batt	NiMH	1500		Not a valid part number	
WPNN4037A	Batt	NiMH	1900	12C/24W		\$52.00
SABER/ASTRO						
HNN9033AR	Batt	NiCd	1800	24C/24W	IMPRES/SMART	\$63.00
HNN9034AR	Batt	NiCd	1800	24C/24W	IMPRES/SMART	\$55.00
NTN4538DR	Batt	NiCd	1100	18C/24W	Submersible	\$45.00
NTN4593DR	Batt	NiCd	1100	18C/24W		\$34.80
NTN4595DR	Batt	NiCd	1800	18C/24W		\$54.00
NTN4596DR	Batt	NiCd	1800	18C/24W	Submersible	\$55.50
NTN4992CR	Batt	NiCd	1800	18C/24W	No Replacement	Obsolete
NTN7014BR	Batt	NiMH	950	12C/24W	New#NTN8251	\$61.00
NTN7058AR	Batt	NiCd	1800	18C/24W	Submersible	\$63.00
NTN8251AR	Batt	NiMH	1650	12C/24W		\$61.00
XTS2000/3500/5000						
NTN8294BR	Batt	NiCd	1525	18C/24W		\$39.00
NTN8295AR	Batt	NiCd	1525	18C/24W	DFG with encryption	\$46.00
NTN8297AR	Batt	NiCd	1525	18C/24W	DFG with encryption	\$49.00
NTN8299BR	Batt	NiMH	2000	12C/24W	DFG with encryption	\$45.00
NTN8923AR	Batt	NiMH	2000	12C/24W		\$44.00
RNN4006B	Batt	NiMH	3500	12C/24W		\$60.00
RNN4007AR	Batt	NiMH	3500	12C/24W	DFG with encryption	\$57.00
NNTN4435AR	Batt	NiMH	2000	18C/24W	IMPRES/SMART	\$42.00
NNTN4436B	Batt	NiMH	2000	18C/24W	IMPRES/SMART	\$50.00
NNTN4437B	Batt	NiMH	2000	18C/24W	impres/smart/Rugged	\$53.00
HNN9031B	Batt	NiCd	1525			\$38.00
HNN9032B	Batt	NiCd	1525			\$48.00
NTN9862C	Batt	LION	2700			\$61.00
XTS2500						
NTN9815B	Batt	NiCd	1525	18C/24W		\$33.00
NTN9816B	Batt	NiCd	1525	18C/24W		\$42.00
NTN9858AR	Batt	NiMH	1800	12C/24W		\$49.00
NTN9857AR	Batt	NiMH	1800	12C/24W		\$49.00
NNTN6263A	Batt	NiMH	2000	12C/24W		\$46.00
NTN9857C	Batt	NiMH	2000	12C/24W		\$49.00
NTN9858C	Batt	NiMH	2100	12C/24W		\$49.00
SSE5000						
HNN9033B	Batt					\$63.00
Part Number	Type	Chem Type	Avg. Mah	Warranty Type	Other Info	Michigan Contract Price
HNN9034B	Batt					\$55.00
HNN9034C	Batt					\$85.00



HNN9012BR	Batt	NiCd	1300	18C/24W		\$36.00
HNN9008AR	Batt	NiMH	1500			\$30.00
HNN4003A	Batt	LION				\$45.00
Legacy						
NLN4463B	Batt	NiCd	550		No Replacement	Obsolete
NTN5414BR	Batt	NiCd	1100			\$34.80
NTN5447BR	Batt	NiCd	1100			\$38.25
NTN7395BR	Batt		1200		No Replacement	Obsolete
Additional Batteries						
HKN1010B	Batt					\$163.20
HKN1010B	Batt					\$163.20
HCN1051A	Batt					\$215.97
NTN4596DR	Batt					\$55.50
NTN5414BR	Batt					\$34.80
NTN5447BR	Batt					\$38.25
NTN8251AR	Batt					\$61.00
NTN9862C	Batt					\$71.00
NMN6156B	Batt					\$69.00
PMNN4093A	Batt					\$71.00
WPNN4037A	Batt					\$52.00



Attachment B – Maintenance and Support Cost Table

Maintenance and Support Cost Table: Michigan Public Safety Communications System

Maintenance and Support Category	YEAR 1 11/21/2011 – 11/20/2012	YEAR 2 11/21/2012 – 11/20/2013	YEAR 3 11/21/2013 – 11/20/2014	YEAR 4 11/21/2014 – 11/20/2015	YEAR 5 11/21/2015 – 11/20/2016
Technical Support (A.1)	308,304	287,595	348,417	384,906	404,151
Pre-Tested Software Subscription (A.2)	17,025	17,025	223,440	234,618	245,361
Motorola Application Software (A.3)					
Premier MDC (A.3.a)	76,653	80,436	84,407	88,578	92,957
PremierOne CAD (A.3.b)	0	107,640	113,022	118,673	124,607
Premier Automatic Vehicle Location (A.3.c)	0	4,320	4,536	4,763	5,001
Third Party Software Support (A.4)					
Genesis (A.4.a)	29,136	30,594	32,124	33,726	35,412
Infor Enterprise Asset Management (A.4.b)	58,992	61,944	65,040	68,292	71,712
ASTRO 25® System Upgrade Agreement (SUA) (A.5)	0	3,525,633	4,806,612	4,950,813	5,099,340
System Support Manager (A.6)	0	164,133	218,844	218,844	218,844
Annual Total	490,110	4,279,320	5,896,442	6,103,213	6,297,385
Grand Total (5 years)					23,066,470

The above table is based on the current quantities of software used by the State. The quantities may change over the contract term.

Bidder's response shall include at a minimum:

- 1) Per unit pricing for the maintenance items above
- 2) Any discounts on bulk or volume purchases
- 3) Any additional details on maintenance items above

These maintenance and support costs represent the status of the Michigan Public Safety Communications System at the time of this Contract. Any changes to the system throughout the contract periods indicated may result in an adjustment in price in anyone of the applicable support categories and subsequent years.



Attachment C – Personnel Resume Template

DELETED



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of five (5) years beginning January 6, 2012 through January 5, 2017. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to five (5) additional one (1) year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to DTMB-Procurement. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

2.007 HEADINGS



Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Procurement and Department of Technology, Management, and Budget, Office of MPSCS (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB-Procurement Contract Administrator for this Contract is:

Steve Motz
Buyer
Procurement
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
motzs@michigan.gov
517-241-3215

2.022 CONTRACT COMPLIANCE INSPECTOR

The Chief Procurement Officer directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. DTMB-Procurement is the only State**



office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

Theron Shiner, Deputy Director
Department of Technology, Management, and Budget
Office of MPSCS
4000 Collins Road, PO Box 30631
Lansing, MI 48909
shinerw@michigan.gov
517-336-6188
FAX 517-336-6222

2.023 PROJECT MANAGER

The following individual will oversee the project:

Theron Shiner, Deputy Director
Department of Technology, Management, and Budget
Office of MPSCS
4000 Collins Road, PO Box 30631
Lansing, MI 48909
shinerw@michigan.gov
517-336-6188
FAX 517-336-6222

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

- (1) Change Request at State Request



If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

- (2) Contractor Recommendation for Change Requests:
Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.
- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
- (4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Procurement.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed on the cover page of the Contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.



2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

2.033 PERMITS

The State is solely responsible for executing, filing and obtaining licenses required by the Federal Communication Commission (FCC) for approved future Statements of Work for State owned installations. The State and the Contractor shall comply with FCC rules. Neither the Contractor nor any of its employees is an agent or representative of the State in FCC matters or otherwise. The Contractor, however, shall be responsible for the proper preparation of the FCC license form(s) (including all applications, attachments, waivers, other authorizations, exhibits, and supporting documentation) and delivery to the State, for the State's execution and filing. Preparation shall be completed at no charge to the State. The State acknowledges that any purchase made pursuant to this Contract is predicated on receipt of proper FCC licensing.

A local agency is solely responsible for executing, filing and obtaining licenses required by the Federal Communication Commission (FCC) for approved future Statements of Work for local agency owned installations. The local agency and the Contractor shall comply with FCC rules. Neither the Contractor nor



any of its employees is an agent or representative of the local agency in FCC matters or otherwise. The Contractor, however, shall be responsible for the proper preparation of the FCC license form(s) (including all applications, attachments, waivers, other authorizations, exhibits, and supporting documentation) and delivery to the local agency, for the local agency's execution and filing. Preparation shall be completed at no charge to the local agency. The local agency acknowledges that any purchase made pursuant to this Contract is predicated on receipt of proper FCC licensing.

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract.

2.044 INVOICING AND PAYMENT – IN GENERAL



- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d1) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Chief Procurement Officer, Department of Management & Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).



2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 CONTRACTOR KEY PERSONNEL

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of

shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 CONTRACTOR IDENTIFICATION

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor



shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION



The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working. The Contractor staff shall be expected to comply with the State's system key breach policy.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances. The Contractor must notify the State immediately upon detection of any breach in the system key breach policy.

2.093 PCI DATA SECURITY REQUIREMENTS



Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.



Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

Motorola acknowledges State's right to inspect materials, equipment and workmanship at Motorola's manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola will restrict inspection of its facilities to normal business hours, to areas that are relevant to the performance of the Contract, and to areas which Motorola does not consider confidential or proprietary in nature. A Motorola representative must accompany Customer's employees at all times.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.



2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State



- under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
 - (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
 - (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
 - (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
 - (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
 - (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
 - (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.

2.122 RESERVED - WARRANTY OF MERCHANTABILITY

2.123 RESERVED - WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

2.124 WARRANTY OF TITLE

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this



Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within thirty (30) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 EQUIPMENT TO BE NEW

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

2.128 CONSEQUENCES FOR BREACH

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.129 DISCLAIMER OF IMPLIED WARRANTIES

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.130 Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.



All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy, as required by this Contract, contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
\$4,000,000 General Aggregate Limit Including Products/Completed Operations
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees as ADDITIONAL INSUREDS on the vehicle liability certificate.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide evidence that the coverage is applicable in all states.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or



related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain similar insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Subcontractor(s) must comply or similarly comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply or similarly comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Upon execution of the contract, Contractor must furnish to DTMB Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider or authorized insurance agent. The notice must include the Contract or Purchase Order number affected. Upon Contract execution, and not less than 20 days before the insurance expiration date every year thereafter during the term of the contract, the Contractor must provide evidence that the State and its officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, terminate the contract.



2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 RESERVED - CODE INDEMNIFICATION

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service manufactured by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, or trademark of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

In no event will Contractor's liability resulting from its indemnity obligation to the State extend in any way to royalties payable on a per use basis or the State's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from State from sales or license of the infringing equipment, software, commodity or service.



2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 TERMINATION FOR CONVENIENCE



The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in,



and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed sixty days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 CONTRACTOR PERSONNEL TRANSITION



The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 CONTRACTOR SOFTWARE TRANSITION

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 TRANSITION PAYMENTS

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.



2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Chief Procurement Officer, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (4) Following the completion of this process within 60 calendar days, the Chief Procurement Officer, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.



(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project



managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages.

The Contractor's liability for damages to the State is limited to the price of the equipment, software, or services, or a combination thereof with respect to which losses or damages are claimed. This limitation of liability does not apply to claims for infringement of United States patent, copyright, or trademark; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.



2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
 - (2) Contractor shall also notify DTMB-Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.

Motorola Solutions is a Fortune 300 company with billions of dollars in annual sales worldwide and having more than one hundred thousand (100,000) shareholders. As is normal for such companies, Motorola Solutions and its subsidiaries have been a party to many civil lawsuits over the past five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief from Motorola Solutions. Motorola Solutions does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publically traded company, however, Motorola Solutions files an annual report form 10-K with the sec and describes therein certain litigation that is material for disclosure under sec rules. A copy of Motorola Solutions' 10-K will be provided upon written request.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.



2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 TIME OF PERFORMANCE

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.



- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 RESERVED - LIQUIDATED DAMAGES

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 CONTRACTOR SYSTEM TESTING (RESERVED)

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii)



keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES (RESERVED)

2.256 FINAL ACCEPTANCE

See Article 1, Section 2.256.

2.260 Ownership

2.261 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing



to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

2.262 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.263 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the



State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 *Extended Purchasing*

2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

2.282 STATE EMPLOYEE PURCHASES

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor shall send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.283 STATE ADMINISTRATIVE FEE

The Contractor must collect an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals **one (1) percent** of the total quarterly sales reported for the subscriber radios. The administrative fee is included in the pricing for subscriber radios (specifically priced out radios in Exhibit A), and does not apply to other equipment and statements of work.

The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.

The Contractor must send the check to the following address:

Department of Technology, Management and Budget



Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the



Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.

- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 RESERVED - Deliverables

2.301 RESERVED – SOFTWARE

2.302 RESERVED - HARDWARE

2.310 Software Warranties

The following shall apply unless otherwise provided in Motorola's Software License Agreement (Exhibit G),

2.311 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.



As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 CALENDAR WARRANTY

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.314 THIRD-PARTY SOFTWARE WARRANTY

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.324 LICENSE RETAINED BY CONTRACTOR

Subject to the provisions of Motorola's Software License Agreement (Exhibit G) and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.



RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

MPSCS Contract Glossary and Acronym

800 MHz	Band of frequencies assigned to public safety agencies
Acceptance Test	Tests described in the Acceptance Test Plan
ASTRO25® IP Platform	Motorola's ASTRO® 25 IP Platform
AVL	Automatic Vehicle Location
CAD	Computer Aided Dispatch
DDP	Detailed Design Plan
DNRE	Department of Natural Resources and Energy
Equipment	The equipment that the State purchases from contractor under this contract. Equipment that is part of the System is described in future Statements of Work.
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
MDOC	Michigan Department of Corrections
MDOT	Michigan Department of Transportation
Motorola Software	Software that Motorola or its affiliated company owns.
MPSCS	Michigan Public Safety Communications System
MSP	Michigan State Police
Non-Motorola Software	Software that another party or company owns.
NCC	Network Communications Center
Open Source Software	Software that has its underlying source code freely available to evaluate, copy, and modify. Also, called "freeware" or "shareware".
Project 25	Land Mobile Radio standard that has been adopted by the Department of Homeland Security and a growing number of public safety organizations worldwide as the standard for interoperable communications.



Proprietary Rights	The patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the equipment and software, including those created or produced by Contractor under this agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Contractor or another party.
RF	Radio Frequency
RMS	Records Management System
Shelter	A building used to house RF, TBN and associated electronic equipment required at a particular Site.
Site	The property location including any of the following: tower, shelter, equipment room, dispatch center, generator room, compound fencing, access road, and associated excavation and landscaping.
Software	Contractor or non-Contractor software, in object code format that is furnished with the System or Equipment.
Subscriber	800 MHz Radio System equipment consisting of mobiles, vehicular repeater systems, VHF portables, 800 MHz portables, control stations, associated antenna systems, and accessories
Subsystem	Major part of the System that performs specific functions or operations.
System	The Equipment, Software, and incidental hardware and materials that are combined together into an integrated system.
System Acceptance	Acceptance Tests have been successfully completed.
TBN	Telecommunications Backbone Network
Tower	The antenna support structure, and as applicable, all associated site work, foundations, ancillary support systems, equipment, secondary power and facilities.



Exhibit A - Technical Support Documentation

Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
- 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
 - 3.3. Supply on-site presence when requested by System Support Center.
 - 3.4. Validate issue resolution prior to close of the Case.
 - 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
 - 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that



Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.

- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

SEVERITY LEVEL	PROBLEM TYPES
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.



Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day



Exhibit B - Pre-Tested Software Subscription Documentation

B.1 Statement of Work

B.1.1 Pre-Tested Software Subscription

1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

- 1.1 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- 1.2 System: The Motorola ASTRO[®] 25 radio system and ARC4000 Master Site system.
- 1.3 Supported System Release: Pre-Tested Software Subscription supports the current ASTRO 25 ARC4000 Master Site System, 6.X and 7.X System Releases and 3 previous System Releases.

2.0 Description of Services

With Pre-Tested Software Subscription (“Service”), Motorola pretests the updated commercial antivirus definitions for the Microsoft Windows based boxes on a System. This Service will also include pre-testing operating system software patches and signature files for intrusion detection sensors (IDS), if supplied by Motorola and present on the Customer’s System. Motorola will receive anti-virus definitions for the Microsoft Windows boxes, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates from commercial suppliers. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will assess the potential impact of the anti-virus definitions and determine if a high-priority release is necessary. In addition, Motorola will determine the impact of the operating system software patches to Motorola’s ASTRO 25 System and will determine which will be pre-tested and certified. Motorola will pre-test these anti-virus definitions, intrusion detection sensor signatures and operating system patches on a dedicated test System. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) prior to making an update available to Customers. Once the latest anti-virus definitions, intrusion detection sensor signatures, and operating system patches are successfully tested on the System, Motorola will make them available to Customers. Non-Motorola Software associated with this Service will be governed by the terms in the applicable license agreement between Customer and the Non-Motorola Software copyright owner.



Motorola will issue a release that provides any updated anti-virus definitions and intrusion detection sensor signature files for Motorola supplied IDS weekly or as Motorola determines appropriate. Updates may occur more frequently if a high-priority release is required for anti-virus definitions as determined at Motorola's discretion. For Category 4 & 5 anti-virus definitions determined to be high-priority by Motorola, Customer will be notified of high-priority release within 24 hours from Motorola selected commercial supplier's certified definitions being available or at Motorola's discretion. Operating system software patches will be released upon successful completion of pre-testing and Motorola certification.

Inclusions: Pre-Tested Software Subscription will include pre-testing of anti-virus definitions for Microsoft Windows based boxes, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates on Motorola's current ASTRO 25 ARC4000 Master Site System, 6.x and 7.x System and 3 previous System Releases.

Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system updates for IDS solutions not purchased through Motorola.

The terms and conditions of this Statement of Work are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

3.0 Motorola has the following responsibilities:

- 3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS and operating system software patches from Motorola selected commercial suppliers.
- 3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
- 3.3 Prioritize and select operating system software patches for pre-testing. Motorola in its discretion will determine the selection, frequency and priority of the pre-testing.
- 3.4 Test selected anti-virus definitions, intrusion detection sensor signatures, and operating system patches by deploying them on a dedicated test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.
- 3.5 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system software patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
- 3.6 Address issues identified during testing to support functionality under the procedures specified in 3.4 above by working with Motorola selected commercial supplier or Motorola product development engineering team.



- 3.7 Release pre-tested anti-virus definitions and intrusion detection sensor signatures electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 24 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.
- 3.8 Release and notify Customer when Microsoft and Solaris operating system security patches/updates are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.
- 3.9 Notify Customer when the latest release is available with instructions on where to obtain latest release.
- 3.10 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.0 Customer has the following responsibilities:

- 4.1 Provide means for accessing pre-tested files electronically.
- 4.2 Deploy pre-tested files on Customer System.
- 4.3 Upgrade System to a Supported System Release as necessary to continue Service.
- 4.4 Identify one point of contact for issues specific to Pre-Tested Software Subscription.
- 4.5 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to provide Pre-Tested Software Subscription to Customer.
- 4.6 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

5.0 Warranties and Disclaimer:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the tested Software updates, the System Software, when used properly and in accordance with the Documentation, 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. 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." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED ANTI-VIRUS DEFINITIONS, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.



Exhibit C - Motorola Application Software Maintenance and Support Documentation

CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT 375-3153-000 **TERM:** **ANNUAL**

CUSTOMER: Michigan State Police

Introduction

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola's overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

I. Service Offerings

Motorola's Customer Support organization includes a staff of Support Analysts whom are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of our customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola's Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes



Motorola provides to customers on an active maintenance and support agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in section 3 of the main body of the maintenance and support agreement.

II. Accessing Customer Support

The Motorola System Support Center Operations

Motorola's Public Safety Applications Technical Support personnel in cooperation with Motorola's System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola's toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing your requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola's System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

Option 1 - Call Motorola System Support Center

Call Motorola Toll free 800-323-9949

- Select from the auto attendant as follows:
 - **Option 2 - Technical Support of Infrastructure Products**
 - Then select **Option 6 - Public Safety Applications**
 - Next select the appropriate system type option
 1. CAD
 2. RMS
 3. Mobile Applications
 4. Jail Management Systems
 5. Law Records (LRMS)
 6. Customer Service Request System (CSR)
 0. All Other Applications

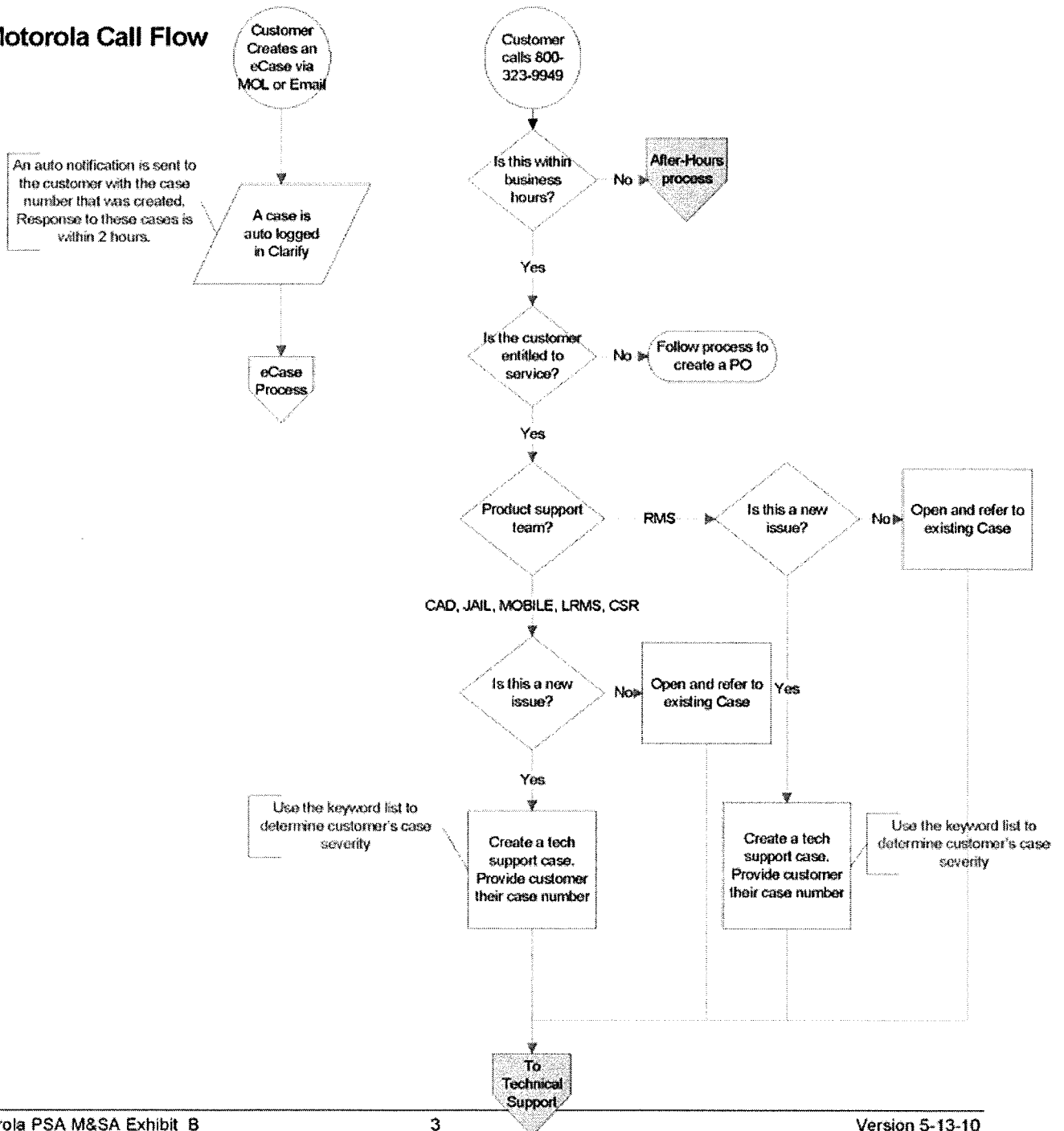
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification number. Providing a brief problem description



will assist in defining the severity level and determine proper case routing to the appropriate Motorola technical support team member. A unique tracking number will be provided to your agency for future reference.

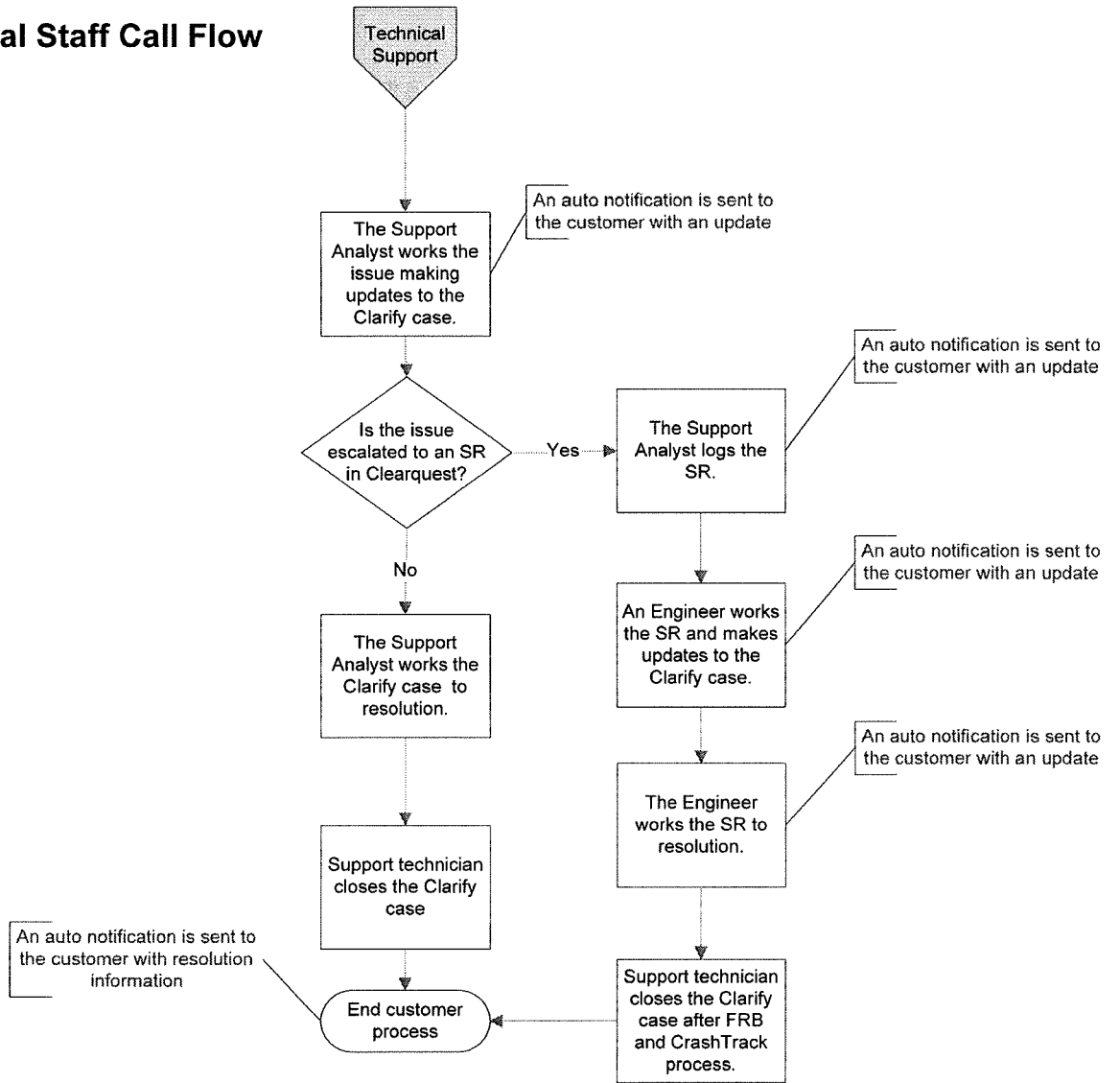
Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola's System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.

Motorola Call Flow



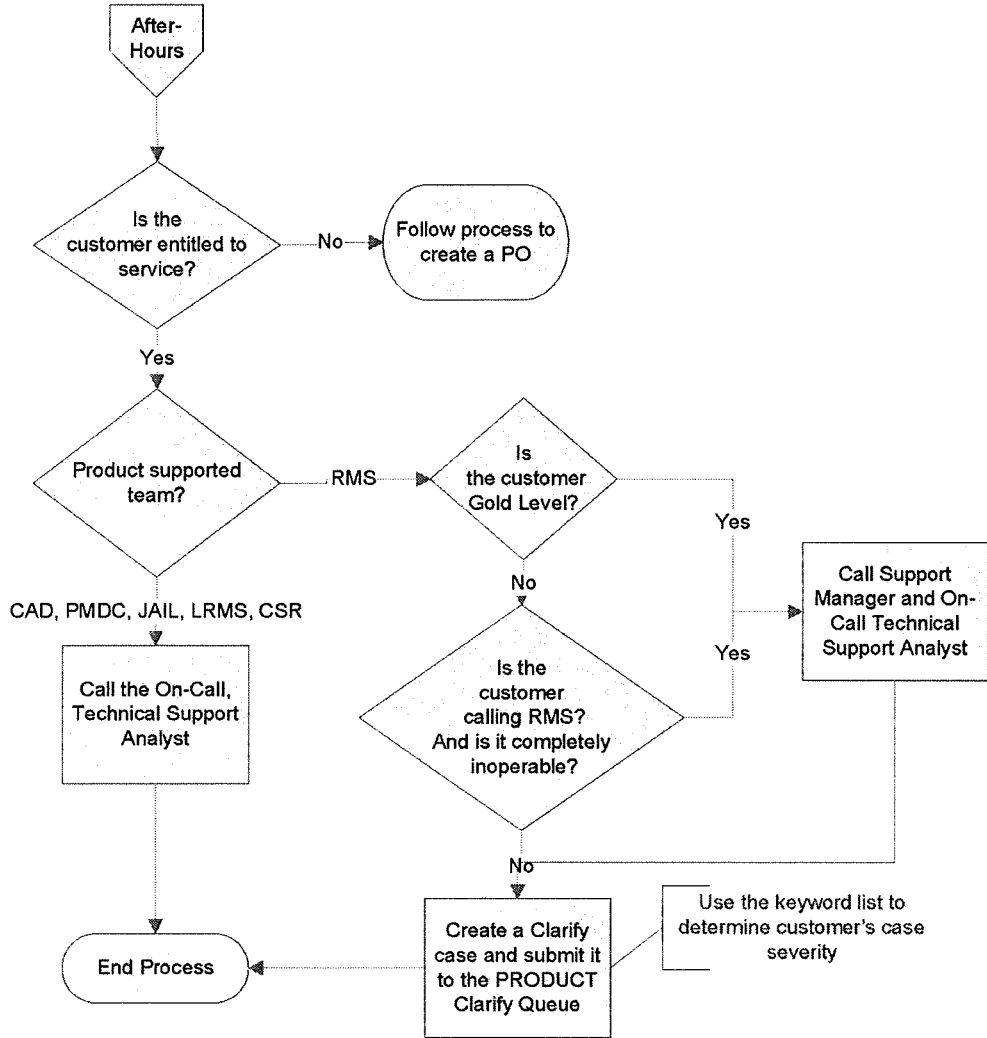


Technical Staff Call Flow





Call Flow After-Hours





How to Obtain Technical Support for Products

Action / Response	
<p>Step 1. Call the System Support Center 1-800-323-9949 Step 2. Select option 2 (Technical Support) Step 3. Select option 6 (Public Safety Applications) Step 4. Select product specific option Step 5. Provide Site Identification Number (See Exhibit A-Description of Covered Products for Site Identification Numbers)</p>	
<p>Step 6. Provide Your Information</p>	<p>Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address</p>
<p>Step 7. Case Number Generated</p>	<p>Caller will receive a Case number for tracking the service request.</p>
<p>Check Status</p>	<p>The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.</p>
<p>Case Assignment</p>	<p>The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.</p>
<p>Standard Response Time</p>	<p>RESPONSE See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days</p>
<p>Step 8. Notification of CASE All Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>
<p>Notification of CASE Open/Close Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>



Option 2 - Submit a ticket via eCase Management from Motorola On-Line

Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola On-Line Account

To set up a Motorola On-Line account, please visit <https://businessonline.motorola.com> and follow the directions on the link for "Sign Up Now."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

Accessing the Technical Case Management web site

Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorola.com with your user ID and password, click on the **Contact Us -> Open Case**, and select **System Support Issue** from the Issue Type drop-down.

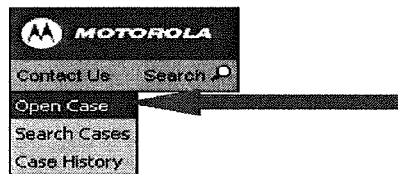
Primary Features of On-Line Technical Case Management

Motorola customers have three main functions available through Motorola On-Line to manage their cases:

- A. *Open new cases*
- B. *Search for existing cases and view details of the existing case*
- C. *Update existing cases by adding notes*

A. Open a New Case

1. Log into Motorola On-Line
2. Click on the "Contact Us" -> Open Case
3. Then select the Reason Code = **System Support Issue** (and the page will automatically reload)



Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: Motorola Online WebID
Contact Phone: 800-814-0601
Contact Email: cucmh10@hotmail.com

Reason: Website Issue

Title: Credit Issue
Order Issue

Description: Pre-Sale Inquiry
Product Issue
Service Issue
System Support Issue
Training Issue
Website Issue



4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
6. Fill in a detailed description of your issue
7. Click "Create Case"

Screen Shot from Steps 4-6

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Page](#)

Contact Name: Penn State Test WebID
Contact Phone: 647 725-4902
Contact Email: pennstatelest@psdi.com

Reason: System Support Issue

Title: _____

System Support Site: Please Specify _____

Case Type: Please Specify _____

Severity: Please Specify _____

System: Please Specify _____

Description: _____

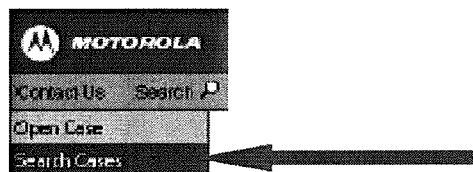
Create Case

Email Confirmation

1. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long)
2. The confirmation screen includes "expand all" and "collapse all" buttons for case notes

B. Search for a Case

1. Log into Motorola On-Line
2. Click on the "Contact Us" -> Search Case
3. Select the "System Support Issue" type (the webpage will automatically reload)



C. Add Notes to an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

[Add Note](#) - [Open Case](#) - [Search Cases](#)

Details for Case # 20000216 ← **Case Number**

Title: TEST

Case Condition: Open Customer name: TEST CUSTOMER Case Status: Not Assigned Issue Type: System Support Case Source: Web Contact Name: Test Test WebID Contact Phone: 847 725-4802 Contact Email: test@test.comtest	System Site ID: MDT1100 System Site Name: Test Site as an example Case System: IT Case Type: Network Management
---	--

Expand/Collapse Buttons

 ↓
Expand All Collapse All

Activity	Date/Time	Activity Summary
+	1/20/2004 3:58:53 PM	Performed by contact: Please Specify, Status = Not Assigned
+	1/20/2004 3:59:53 PM	Performed by contact

Add Notes

Motorola On-Line Support

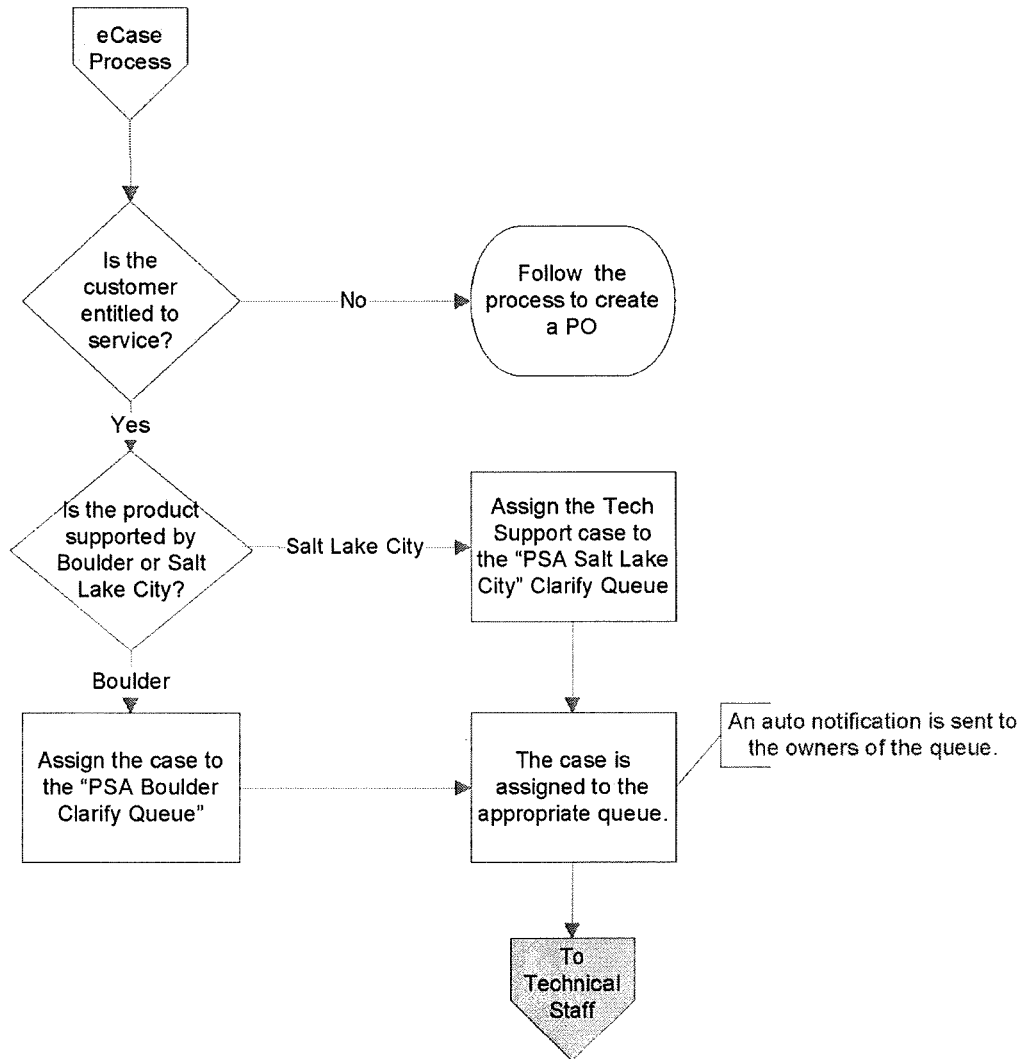
1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide your contact information, which includes your phone number, pager number, etc.

For questions on Motorola On-Line eCase Management or administrative support, please contact the Motorola Online Helpdesk at molhelp1@motorola.com or call 800-814-0601.



Requirements for effective usage:
Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Motorola On-line Flow





Option 3 - Submit a ticket via Email Case Management

An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below: Instructions are also located under "Resources" at: <https://motonline.mot.com>

1. Address your email to PSACASE@motorola.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID** = followed by the site identification number of the system location
4. Type **Product Type**= followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (CUSTOMER SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
 - NETRMS
5. Type **Contact First Name** = followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name** = followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number** = followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level** = followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description** = followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA customer support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:

To...	psacase@motorola.com
CC...	
Subject:	PSA Service Request: NetRMS Reports Not Functional
<p>Site ID number: PSA12345_(NetRMS) <i>(Clarify site identification number)</i> Product type: NetRMS <i>(Specific product such as LRMS, NetRMS, Premier MDC, etc.)</i> Contact first name: John Contact last name: Doe Phone number: 303-123-4567 Severity level: Level 3 <i>(Email ticketing is available for severity levels three and four only)</i> Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports <i>(Include a comprehensive description of the problem)</i></p>	



III. **Severity Levels and Case Management**

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola's Support team. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

*Incoming cases are automatically assigned an initial **Severity Level** of 3, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*



Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Customer Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Customer Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team.	Customer Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola's call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.

3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.



Error Correction Status Report. Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

- 4.1.1 **Anti-virus software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.2 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.
- 4.1.3 **Account Reviews.** Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.4 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.5 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola's Software Supplemental or Standard Releases
- 4.1.6 **On-Site Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola's facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **Decision Support System ("DSS") Products.** *(Applies to Motorola's Premier CAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Motorola's then current rates for professional services.
- 4.1.8 **Compliance to Local, County, State and/or Federal Mandated Changes.** *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services.
- 4.1.9 **Annual System Performance Review and Report.** Motorola will prepare the following reports to include:
- 4.1.9.1 *(Applies to Premier CAD Software only)*
- | | |
|--------------------------|--|
| (a) System Analysis | MEASURE: Evaluate disk and CPU load |
| | PEEK: Evaluate memory availability and use |
| | VIEWSYS: Evaluate use and availability of PCBs |
| | EMSA/TMDS: Review logs for hardware reports |
| | File Sizing: Review file sizing on changeable files |
| (b) Pathway Analysis | Evaluate effectiveness of system configuration for current load |
| | Evaluate TCP/Server statistics |
| | Evaluate efficiency of server class maximum and minimum settings |
| (c) Performance Analysis | TMX Timings: Evaluate application response times |



- 4.1.9.2 *(Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)*
 - Update Equipment drivers
 - Upload Equipment patches, hot fixes and firmware
 - Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization
- 4.1.9.3 Based on the Annual System Performance Review and Reports, Motorola's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Motorola CAD Software.)

- 4.1.10 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.
- 4.1.11 **Seller Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.
- 4.1.12 At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support will be invoiced on a time and material basis at Motorola's then current rates for professional services.

4.1.13 CAD HP NonStop S-Series Services

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours for customers within 50 miles of an HP Service Center. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. - 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

- 4.1.13.1 Under all CAD HP NonStop Series hardware service plans, coverage will include:
 - Perform corrective service during the PPM specified in the Plan.
 - Log all service requests and furnish telephone and/or on-line diagnostic services from the Motorola's call intake center or the HP Nonstop Global Management Call Support Center (GMCSC) 24 hours per day, 7 days per week.
 - Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
 - Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
 - Assign an HP area Lead with rotational Customer Engineers based on geographical regions that will be responsible for providing service.



- Provide unlimited level 0 support provided by Motorola's System Support Center
- Provide unlimited level 1, 2, and 3 technical telephone support provided by Motorola's Technical Support Team
- Escalation to Engineering for 4th level support as appropriate
- Telephone and Remote dial-in support
- Software patches, bug fixes and Supplemental (maintenance) releases as described in the maintenance and support agreement terms
- Repair or exchange of hardware component failures during the warranty term (as applicable)
- Respond to customer's support requests timely. Response criteria are based on severity level as described in Section III of this document.

4.1.14 **Support on Hardware**

Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola's maintenance and support agreement.

Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through Motorola's maintenance and support agreement.

4.1.15 **Support on Motorola Software**

Motorola will provide any required software fixes in the form of either a "patch" or in a Supplemental (maintenance) Release.

4.1.16 **Maintenance Contract Administration**

Motorola's Maintenance Contracts Administration Department manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, the Contracts Administration team will contact the customer to discuss the options available for their specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, dial in support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.1.17 **Reports**

Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.

4.2 **Customer Responsibilities**

- 4.2.1 Initial logging of issue
- 4.2.2 Assist in assessing severity level
- 4.2.3 Contact Motorola to escalate service requests
- 4.2.4 Parts replacement (if applicable)
- 4.2.5 Dial in connectivity and telephone access to Motorola personnel



- 4.2.6 **Anti-virus software.** Customer is responsible for running any installed anti-virus software.
- 4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 17). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola's Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team expedite the troubleshooting process. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.



Trouble Report Form

Agency Name:

Motorola Case Number:

Contact Name:

E-mail Address:

Contact Phone:

Contact Fax:

Severity Level:

CAD Correction*:

Subject:

Product/Version:

Problem Description:

Please ensure that the description provided is as detailed as possible. By including accurate details, Motorola's opportunity to resolve the issue promptly and successfully increases. Please be sensitive to the use of verbiage that specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola's probability of locating a root cause and achieving a timely resolution.

Steps to Duplicate:

Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:

Step Two:

Step Three:

Step Four:

Step Five:

Step Six:

Step Seven:

Additional Steps:

Expected Results:

Actual Results:

Configuration Checked:



V. Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Contacts

CONTACT	PHONE NUMBER
Motorola System Support Center	(800) 393-9949
Steven Gissen Director, Customer Support Stephen.Gissen@motorola.com	(303) 527-4170
Jackie Thomas Technical Support Manager Jackie.thomas@motorola.com	(303) 527-4016
Chris White Implementation Manager Christopher.White@motorola.com	(801) 230-7032
Phillip Askey Technical Support Manager P.Askey@motorola.com	(720) 565-4764
Shelley Rhoads Customer Support Business Manager srhoads@motorola.com	(951) 245-7416

Customer Contacts (to be provided by Customer)

Customer Agency Name: Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Fax No: Email:



Backup System Administrator Name:
Phone No: Fax No: Pager & Pin No: Email:
Service Escalations Contact Name:
Title: Work Phone No: Home Phone No: Mobile Phone No: Pager & Pin No: Email:



Exhibit D - Third Party Software: Genesis Documentation

Genesis Standard Maintenance & Total Support for Domestic & International Customers (August 2009 update)

Superior Support

The Genesis Group prides itself on maintaining a high level of product quality and personal support services on which our customers can rely. Our support staff is committed to providing timely problem resolution. Support is a two-way effort. We require that our customers maintain a current, fully paid Maintenance and Total Support (MTS) contract that is renewable on an annual basis. We also require that our customers actively participate in the support of their Genesis investment by following Genesis' recommended maintenance procedures on databases and hardware. We also ask that our customers watch for signs of erratic operation and report those incidents to Genesis rather than waiting until a catastrophe occurs.

It is Genesis' policy to service what we sell. In the complex world of Trunking, rarely is there ever a situation where all variable factors are in our control. We take great pains to make support easier by keeping internal log files and troubleshooting windows to show problems that may be external to our software. It is always our policy to first look at ourselves to be sure that our software is working properly. From there we work in concentric rings moving outward until the source of a problem is identified. If it is determined that our software is at fault, it becomes our highest priority to fix any bugs or settings immediately. To that end, we hereby submit our standard support definitions and response times.

Support issues come in two phases: (1) the **Entry Level Tier** and then the (2) **Problem Severity Classification Level**

We define the Entry Level Tier of support issues in the following way:

- § **TIER 1** = accepting the initial support inquiries by phone or electronic means, and initial problem or service request characterization steps including collecting general data about the problem such as System ID and serial number, customer contact information, and a description of the problem. Limited product technical information is required by a staff member taking a Tier 1 call. This is basic call center level support.
- § **TIER 2**= the initial problem characterization and resolution attempt by a technical staff resource trained on the product, its use and configuration, and routine troubleshooting techniques. This tier attempts to determine if the problem is generated by the Genesis software, the machine running the software or the trunk system feeding the information to the previous elements. Access to a knowledge database and/or significant experience on the product is typically utilized by the technical resource to resolve most problems that come up. Laboratory simulation of problems and internal escalations within the technical staff and internal support engineering staff members will be deployed as needed in this level of support.
- § **TIER 3**= a level of support that may require additional effort to duplicate a customer problem



using specialized lab equipment and/or additional higher skilled technical assistance being applied to resolve the problem. Advanced troubleshooting techniques, product design tools, and specialized engineering level product expertise is brought in as needed to understand and resolve a problem.

- § **TIER 4=** support requiring developmental assistance, often including either product hardware/software redesign generally using the highest level of engineering talent available. This level of support engagement typically results in new product releases, component changes, or specialized design level work to be deployed in resolving a problem.

We define the following Problem Severity Classification Levels (further defined below):

- § **LEVEL 1 =** *Most severe problem*; software is totally non-functioning
§ **LEVEL 2=** Software is functioning with incorrect results
§ **LEVEL 3=** Software functions, but within some inconvenience issues
§ **LEVEL 4=** *Least severe problem*; primarily a cosmetic issue or lack of operator understanding issue.

This service includes:

- Software updates with new enhancements to existing features are included when full support is purchased.
- Enhancements and fixes (SHIPPING NOT INCLUDED).
- Comprehensive telephone support 10 hours per day for questions and problems with all Genesis-supplied software and hardware.
- Support during local, weekday business hours. If arranged in advance, "On Call" availability 24/7 for Level 1 & 2 issues.
- Answers to commonly asked questions about your Trunk System and its subsystems. Full access to the Genesis Support section of our web site including FAQ (frequently asked questions) answers. Answers to general related computer questions.

This service does not include:

- § Costs for on site visits by Genesis. All travel related costs must be paid by our customers.
§ Unusual costs that Genesis might incur in the course of doing remote support. As an example, long distance fees that, due to circumstances out of our control, are abnormal.
§ Training of new employees or employees that have not been previously trained by Genesis on the use of our software products.
§ If you upgrade a version of operating system or hardware that our software relies on without consulting Genesis, we do not include support for any damage that may occur. This includes data stream feeds from your system infrastructure; Microsoft Operating systems; or database systems.
§ Expenses necessary to resolve problems caused by you or your employees damaging or intentionally removing our software, operating systems or database operating systems.
§ Expenses necessary to repair damage caused by web browsing from any machine that houses the Genesis server software. Proof of this will be documented to you.
§ Expenses necessary to resolve problems caused by neglect, lack of backup or lack of maintenance suggested by Genesis of your databases or hardware.



Fees:

The cost for the Maintenance and Total Support contract is determined by the Genesis software packages purchased and the number of sites operated by the customer. In general, it is a percentage of the cost of the Genesis software that was purchased, including all upgrade and enhancement costs. Our fees are billed every year, once per year, in advance. If at any time you feel that you have not received adequate support, please alert the Genesis corporate President (information below) to obtain immediate correcting resolution.

How to Reach Us:

USA

The Genesis Group
601 Shelley Dr., Suite #202, Tyler, TX 75701
Voice 1.903.561.6673 Fax 1.903.561.6228
Website: www.GenesisWorld.com
Email: help@GenesisWorld.com, or pburks@GenesisWorld.com (President)

EMEA Operations

Albany Chambers, Welwyn Garden City, AL7 1HL (UK)
Tel: +44 203 056 4380
Fax: +44 207 117 4968
Email: emeasupport@genesisworld.com or mike.head@GenesisWorld.com (Director)

Netherlands

Bumicom Telecom BV
Elviraland 5 C
2591 GE Den Haag (NL)
Tel. +31 (0) 70 350 4500
Fax +31 (0) 70 350 6232
www.bumicom.nl Hidde Borsboom (Director General)

Australia & Asia Pacific

Kalibre Pty Ltd
Level 3, 480 Collins Street
Melbourne VIC 3000
AUSTRALIA
Ph: +61 401 733 563 Sean Newman / Mark Tatum
www.kalibre.com.au



Support Methods

To keep our Customer's time and thus money in mind, we have found that, by far, the best method of providing remote support is with pcAnywhere, Windows Terminal Services or WebEx remote support sessions. PcAnywhere is a software product from Symantec Corp. (makers of Norton Anti-Virus). WebEx allows for simple, ad hoc Internet based support. We require that all Genesis software installations provide pcAnywhere. Our access to your 'host' machine can be, at minimum, through dialup modem for USA installations or preferably via a high speed, protected Internet connection. The high speed Internet connection type is required for all international support due to international call quality and data speed restrictions. If dialup is required to support your installation, Genesis reserves the right to charge for any abnormal connection expense. There are additional documents on our web describing the various connection methods. Only when it is found that supporting an issue fails via remote support software will we arrange for an on-site visit.

Support Problem Severity Classification

Genesis has created a customized Support Problem Severity Classification based on accepted industry standards. This helps us to qualify the problems, determine the best division to handle the problem, and prioritize the solutions. Those Problem Severity Classifications are in this document.

Support and Response Time

Technical support shall be provided to the Customer Monday through Friday during normal business hours: 9:00 to 17:00 GMT (UK), 8:00 to 17:00 Central Time (USA) and 9:00 to 17:00 (AUS). Customer will be furnished with 'after hours' phone numbers for key support personnel for emergency Level 1 problem notification. In the event that Customer detects and reports errors or defects in the software, Genesis shall furnish off-site telephone support, in the form of consultations, assistance and advice on the use and maintenance of the software. With the Customer's cooperation, Genesis shall use remote control software to assist in the resolution of Customer questions, problems and training. Genesis shall use reasonable efforts to respond to Customer's request in accordance with the Error Level Definitions set forth **below**.

Genesis shall respond to a request for Services as set forth in this section depending on the severity of the error, such determination being made and agreed upon by Genesis and Customer.

- (1) **Level 1 errors or defects:** If the error or defect is determined to be a Level 1 error, Genesis will provide a correction to the error or defect, from Genesis' nearest support location, within six (6) hours of the initiation of the off-site telephone support. If the error or defect cannot be resolved within (6) hours, Customer shall provide to Genesis a more comprehensive listing of output and all such other data that Genesis may reasonably request in order to reproduce operating conditions similar to those present when the error or defect was discovered (to duplicate the error in the Genesis offices). In the event that such error or defect is not corrected, or a work-around is not provided, within one (1) working day after Genesis received from Customer a listing of output and other data, Genesis shall coordinate with Customer to determine the appropriate level of service required to resolve the outstanding error or defect including, if appropriate, support services, at the Customer's site. In the event it is determined that the error or defect was due to Customer error in the use of the software, as opposed to an error or defect in the software itself, Customer shall pay Genesis its standard commercial time and materials rates for any on-site services rendered together with Genesis' actual travel and per diem expenses.



(2) **Level 2 errors or defects:** If the error or defect is determined to be a Level 2 error, Genesis will provide a correction to the error or defect, from Genesis' offices, within eighteen (18) hours of the initiation of the off-site telephone support. If the error or defect cannot be resolved within eighteen (18) hours, Customer shall provide to Genesis a more comprehensive listing of output and all such other data that Genesis may reasonably request in order to reproduce operating conditions similar to those present when the error or defect was discovered (duplicate the error in Genesis offices). In the event that such error or defect is not corrected, or a work-around is not provided, within two (2) working days after Genesis received from Customer a listing of output and other data, Genesis shall coordinate with Customer to determine the appropriate level of service required to resolve the outstanding error or defect including, if appropriate, support services at the Customer's site. In the event it is determined that the error or defect was due to Customer error in the use of the software, as opposed to an error or defect in the software itself, Customer shall pay Genesis its standard commercial time and materials rates for any on-site services rendered together with Genesis' actual travel and per diem expenses.

(3) **Level 3 / 4 errors or defects:** In the event of a Level 3 or 4 error, Genesis may provide a fix or update to the software in the normal course of business according to Genesis' scheduled or unscheduled new releases of the software. Genesis will provide, at Customer's request or its own issuance, a patch for non-material errors or defects until the issuance of such new release, provided that such patch is feasible to produce. Genesis may request and Customer agrees to provide documentation allowing Genesis to isolate the exact nature of the error or defect in the software.

Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will offer a minimum of 7 years of support for our products after the last published release of a product. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever ever comes first. Genesis will also provide Extended support for the 2 years following Mainstream support. Finally, many Genesis products will receive at least 10 years of online self-help support. Genesis understands that local laws, market conditions, and support requirements differ around the world and differ by industry sector. Therefore, Genesis offers custom support relationships that go beyond the extended support phase on a case by case basis. In all cases, Genesis will notify its customers regarding the expiration of any support for a given product.

Mainstream Support is defined as Genesis' ability to answer any technical issue with a Genesis product without the end customer having to purchase and upgrade to that product. Genesis may, at its option, require the customer to upgrade at Genesis' expense in order to properly service that customer if the problem is determined to be the fault of the Genesis Product.

Extended Support is defined as Genesis' ability to provide on-line knowledgebase support and limited phone support. By limited phone support, we mean that all Mainstream Support, paid or unpaid will have priority over Extended Support needs.

Customers that maintain paid up MTS with Genesis will realize the highest priority during Mainstream Support. After the warranty period, customers that elect to not maintain a paid up MTS subscription will still receive hourly billed support, however paid up MTS customers issues will come first during the Mainstream Support phase.



ERROR DEFINITIONS

All situations imply that the software is being used in a correct manner and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies that proper database and hardware maintenance has been performed in accordance with Genesis' recommendations. Further it implies that the user has made all reasonable effort to work around the problem, such as- rebooting the hardware; checking network connections; checking for appropriate services to be running (if applicable).

ERROR SEVERITY LEVEL CLASSIFICATIONS:

Level 1: An error is of Level 1 severity when it produces an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. No software work-around is available.

Level 2: An error is of Level 2 severity when it produces incorrect results; produces a detrimental or serious situation in which performance (throughput and response) of the software degrades such that there is a severe impact on use; the software is usable but incomplete; a customer critical report, such as a financial report, is offering incorrect results; one or more commands or functions are inoperable; or the use of the software is otherwise significantly affected. A software work-around may be available but causes difficulty in implementation.

Level 3: An error is of Level 3 severity when it produces an inconvenient situation in which the software is usable but does not provide a function in the most convenient or expeditious manner. A software or functional workaround is available.

Level 4: An error is of Level 4 severity when it produces a noticeable situation in which the use or appearance of the software is affected in some way, but not in such a way as to inhibit or detract significantly from its operation. A software or functional workaround is available.

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Contract No. 071B2200101
Exhibit E - Third Party Software: Infor EAM Documentation

INFOR™

EXHIBIT E - SOFTWARE LICENSE AGREEMENT

AGREEMENT NUMBER: _____

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made between Infor Global Solutions (Michigan), Inc. ("Infor") and State of Michigan ("Licensee") as of the Effective Date. The parties agree as follows:



1. Definitions.

(a) "Affiliate" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "Component System" means any one of the computer software programs which is identified in the applicable Order Form as a Component System. "Component Systems" refers, collectively, to every Component System listed in the applicable Order Form between the parties.

(c) "Confidential Information" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential information.

(d) "Delivery Address" means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.

(e) "Delivery Date" means, for each Component System, the earliest of (a) the date that Infor places the Component System with a shipping agent, F.O.B. Shipping Point, for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Component System by, for example, providing Licensee a URL, where the Component System is available for immediate electronic download along with access codes permitting download and access to the Component System, or (c) the date that Licensee actually receives the Component System.

(f) "Discloser" means the party providing Confidential Information hereunder.

(g) "Documentation" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.

(h) "Documented Defect" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

(i) "Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.

(j) "Equipment" means the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or database management

system) specified in the Order Form, or, in the absence of any such specification in the Order Form the hardware and/or systems software configuration on which Infor generally supports use of the Component System.

(k) "Intellectual Property Rights" means any and all right in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service mark (including, where applicable, all derivative works of the foregoing).

(l) "Licensee Employees" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved in writing by Infor, and who, prior to obtaining access to the Component Systems have executed an Infor-approved non-disclosure agreement and paid any applicable fees.

(m) "Marketing Associate" means a third party entity specified on an Order Form which has an agreement with Infor authorizing such third party to market the Component Systems and related services, maintenance and support to Licensee.

(n) "Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

(o) "Order Form" means each order form or similar ordering document (including all Software Supplements between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and Use Restrictions, among other terms.

(p) "Order Form Date" means the date identified on the applicable Order Form as the Order Form Date.

(q) "Recipient" means the party receiving Confidential Information hereunder.

(r) "Software Supplement" means, with respect to a Component System, the addendum attached to the applicable Order Form that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflict with any other terms of this Agreement or the applicable Order Form, the terms of the Software Supplement will control.

(s) "Source Code" means computer programs written in higher-level programming languages and readable by humans.

(t) "Support Agreement" means the Software Support Agreement entered into between the parties as of the Effective Date.

(u) "Third Party Licensor" means a third party whose software products ("Third Party Products") have been made available to Infor for distribution and licensing under the terms of its agreement with Infor ("Third Party Agreement"),

(v) "User Restriction" means any Component System user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent



users).

2. Right to Grant License and Ownership. Infor has the right to grant Licensee this license to use the Component Systems. Infor either owns all right, title and interest to, or has the right to license, the Component Systems.

3. License. Subject to the terms and conditions of this Agreement and the applicable Order Form (including, without limitation, with respect to termination), Infor grants Licensee a perpetual (unless otherwise specified on the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the Component Systems (including any updates, enhancements or modifications to such Component Systems that Infor provides under the Support Agreement) on the Equipment for Licensee's own, internal computing operations. The computer readable media containing the Component Systems may also contain software programs for which Licensee is not granted a license for use. Licensee may not make any use of any such software programs for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Documentation. Except as otherwise provided in the applicable Software Supplement, Licensee may make a reasonable number of copies of the Documentation for each Component System for its internal use in accordance with the terms of this Agreement.

(b) Additional Restrictions on Use of the Component Systems. Licensee's use of the Component Systems is subject to any User Restrictions specified in the applicable Order Form. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Component Systems. Licensee is prohibited from using the Component Systems to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Component Systems to be used by, or disclose all or any part of the Component Systems to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Component Systems and Licensee will neither export or re-export, directly or indirectly, the Component Systems, nor any direct product thereof in violation of such laws, or use the Component Systems for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code ("Key") may be required to operate the Component System. Any such Key may prevent the Component System from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of users specified in an Order Form.

(c) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Infor otherwise provides with the Component Systems. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Component Systems.

(d) Notice. To use any of the Component Systems, Licensee may also need to obtain, install and maintain Infor-supported versions of certain software products,

database software products and certain software/hardware peripherals. By this notice, Infor is advising Licensee that Licensee should request information about such necessary software products, database software products and software/hardware peripherals.

(e) Source Code. Unless otherwise explicitly provided in an Order Form, Licensee has no license to access or use or any other rights in or to, the Source Code for a particular Component System. If the Order Form grants Licensee license to use Source Code for a particular Component System, then Licensee has the limited right to use such Source Code to modify such Component System for its own, internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for a Component System to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement. Infor will own all right, title and interest to a derivative works of the Component System ("Derivative Works"), even if solely created by Licensee pursuant to license to use Source Code hereunder. Licensee hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the Licensee together with all Intellectual Property Rights therein. Subject to the terms and conditions of this Agreement, Infor grants Licensee (if licensed to use Source Code hereunder) a perpetual (unless otherwise specified in the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use a copy for use the Derivative Works created by Licensee or created by Infor at Licensee's request and payment, for Licensee's own, internal computing operations. Upon Infor's request, Licensee will provide Infor with a copy (including all documentation related thereto) of a Derivative Works created by Licensee and will *execute and deliver* to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

4. Delivery. Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Form Date.

5. Payment and Taxes.

(a) Payment. Licensee will pay Infor all license fees (as specified on an Order Form) within fifteen (15) days of the Order Form Date and all invoices within fifteen (15) days of the date of invoice. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1 1/2%) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes and Shipping Charges. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) and shipping charges relating to this Agreement, the Component Systems, any services provided and payments made under this Agreement. Applicable tax amounts (if any) are not included in the fee set forth in this Agreement and any Order Form. Infor will invoice Licensee for applicable tax and shipping amounts and such invoices are due upon Licensee's receipt thereof.

6. Limited Warranty, Disclaimer of Warranty and Remedies.

(a) Limited Software Warranty by Infor and Remedies For



Breach. Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section 15 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 6(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. Licensee must provide notice to Infor of any warranty claim within the warranty period.

(b) **Disclaimer of Warranty.** The limited warranties in this Section 6 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.**

(c) **Abrogation of Limited Warranty.** Infor will have no obligation under this Section 6 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 6(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 6(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6 AND 15 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.**

(e) **HIGH RISK ACTIVITIES. THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE COMPONENT SYSTEM COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE COMPONENT SYSTEMS IN SUCH APPLICATIONS.**

7. **Confidential Information.** Except as otherwise permitted under this Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Component Systems and any software programs provided with the Component Systems, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of the item. However, Licensee's obligations to maintain both the Component Systems and any software programs provided with the Component Systems, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity.

8. **Indemnity by Infor.** Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Component System infringes any copyright of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with Infor to facilitate the settlement or defense of the claim infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Component System; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Component System is, or in Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with



products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to Infor for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such Component System. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Agreement than specified herein, Infor's obligations hereunder will be further limited accordingly. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

9. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay license fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Order Forms hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will discontinue further use of the Component Systems, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, and will certify to Infor in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Agreement

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to either party pursuing any other remedies available to it.

10. Notices. All notices and other communications required or permitted under this Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must

promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 13560 Morris Road, Suite 4100, Alpharetta, GA 30004, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

11. Force Majeure. Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance or the threat of any of the foregoing.

12. Assignment. Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Agreement "assignment" shall include use of the Component System for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including an new or surviving entity that results from such merger, acquisition and/or other consolidation.

13. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other c any subsequent breach.

14. Choice of Law: Severability. This Agreement will be governed by and construed under the laws of the State of New York, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

15. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE COMPONENT SYSTEMS, THIS LICENSE OR AN OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION SHALL NOT EXCEED THE FEE THAT LICENSE ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY

(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS WHETHER BASED ON BREACH OF CONTRACT, TORT



Contract No. 071B2200101

(INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Compliance With Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Component Systems.

17. Audit Rights. Infer (including any third party auditor retained by Infer) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form(s). Infer will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not interfere unreasonably with Licensee's business activities. Infer may audit Licensee no more than once in any six (6) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the license granted herein (such as for example, for a number of users greater than those that Licensee licensed pursuant to this Agreement), then, in addition to any other remedies available to Infer, Licensee will promptly reimburse Infer for the cost of such audit and pay Infer the underpaid license fees therefore and associated fees for Support (as defined in the Support Agreement), based on Infers then-current list rates, as well as any applicable late charges.

18. Miscellaneous. Infer shall be permitted to reference this Agreement in one or more press releases; otherwise, no public statements concerning the existence or terms of this Agreement will be made or released to any

medium except with the prior approval of both parties or asrequired by law. Infer and Licensee ar independent contractors under this Agreement, and nothing herein w be construed to create a partnership, joint venture c agency relationship between them. This Agreement sha be construed as if drafted by both parties and shall not b strictly construed against either party. Infer is an Equi Employment Opportunity employer. As such, 41 CFR 60 1.4(a), 60-250.5, & 60-741.5 are herein incorporated b reference.

19. Entire Agreement. This Agreement contains th entire understanding of the parties with respect to it subject matter, and supersedes and terminates all pric oral and written communications between the parties abou its subject matter. Any purchase order or similar documer that may be issued by Licensee in connection with thi Agreement does not modify this Agreement. N modification of this Agreement will be effective unless it i in writing, is signed by each party, and expressly provide that it amends this Agreement; provided, however, that modification mutually agreed to pursuant to a click-thru c click-wrap agreement delivered by Infer will be effective This Agreement and any signed agreement or instrumer entered into in connection herewith or contemplate hereby, and any amendments hereto or thereto, to th extent signed and delivered by means of digital imaging electronic mail or a facsimile machine, shall be treated i all manner and respects as an original agreement c instrument and shall be considered to have the sam binding legal effect as if it were the original signed versio thereof delivered in person. This Agreement and all Orde Forms entered into pursuant hereto may be signed i counterparts.



THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

Infor Global Solutions (Michigan), Inc.

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

LICENSEE: State of Michigan

Signature: _____

Printed Name: Brian Stoddard

Title: Director

Address: 9000 Collins Rd,

Address: Lansing MI 48909

Signature Date: 3/30/2010



Exhibit F - ASTRO25® System Upgrade Agreement (SUA) Documentation

ASTRO 25 SYSTEM UPGRADE AGREEMENT

1.0 Description of Service and Obligations

- 1.1 Under the ASTRO 25 Software Upgrade Agreement ("SUA"), Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute one system infrastructure upgrade per annual contract term for their ASTRO 25 system as set forth below.
- 1.2 Motorola agrees to provide minor software upgrades, known as "patch releases", which may include commercial Operating Software ("OS") and application software patches and service pack updates. Currently, the parties acknowledge that Motorola's service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola's discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.
 - 1.2.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customer's system release version become more than 5 system release versions from the current shipping release version.
- 1.3 Motorola further agrees to provide one major software upgrade annually, known as a "system release upgrade". The parties agree that ASTRO 25 system release upgrades are considered "major" upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola's Systems Integration Test lab every 6 months to 12 months. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase.
- 1.4 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.
- 1.5 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.



- 1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this Agreement.
- 1.8 The parties agree that subscriber software upgrades are available as an option to the ASTRO 25 SUA. The parties further agree that subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA coverage.
- 1.9 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the then current system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.10 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:
 - 1.10.1 Servers
 - 1.10.2 PC Workstations
 - 1.10.3 Routers
 - 1.10.4 LAN Switches
- 1.11 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:
 - 1.11.1 GTR 8000 Base Stations
 - 1.11.2 GCP 8000 Site Controllers
 - 1.11.3 GCM 8000 Comparators
 - 1.11.4 MCC 7500 Console Operator Positions
 - 1.11.5 STR 3000 Base Stations
 - 1.11.6 Quantar Base Stations
 - 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.11.8 Centracom Gold Elite Central Electronics Banks
 - 1.11.9 Ambassador Electronics Banks
 - 1.11.10 Motorola Gold Elite Gateways
 - 1.11.11 ASTROTAC Comparators
 - 1.11.12 PSC 9600 Site Controllers



- 1.11.13 PBX Switches for Telephone Interconnect
- 1.11.14 NFM/NFM XC/MOSCAD RTU
- 1.12 The ASTRO 25 SUA does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.13 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.14 Motorola Agrees to provide the following software design and technical resources necessary to complete one eligible system release upgrade per annual SUA contract term:
 - 1.14.1 Review infrastructure system audit data as needed.
 - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.14.5 Program management support required to perform the system upgrade.
 - 1.14.6 Field installation labor required to perform the system upgrade.
 - 1.14.7 Upgrade operations engineering labor required to perform the system upgrade.
 - 1.14.8 Prepare a Customer Support Plan prior to system acceptance.
- 1.15 The parties agree that the ASTRO 25 SUA pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.
- 1.16 The parties agree and acknowledge that the ASTRO 25 SUA applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola agrees to issue the Software Maintenance Agreement ("SMA") bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.18 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.



1.19 Coverage Continuity.

1.19.1 The parties acknowledge and agree that the ASTRO 25 SUA requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA coverage.

1.20 The Customer agrees that they shall:

- 1.20.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.
- 1.20.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 1.20.3 Provide or purchase labor to implement optional system release features or system expansions.
- 1.20.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.
- 1.20.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.
- 1.20.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.
- 1.20.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.
- 1.20.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.
- 1.20.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

- 2.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA unless otherwise agreed in writing by Motorola and included in this SOW.
- 2.2 The parties agree that the ASTRO 25 SUA does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.
- 2.3 The parties acknowledge and agree that the ASTRO 25 SUA does not cover the following



products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as Microwave terminals and association multiplex equipment

- 2.4 The parties further agree that the ASTRO 25 SUA does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.
- 2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.
- 2.6 The parties agree that the ASTRO 25 SUA does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.
- 2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special provisions

- 3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA.
- 3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA or services rendered by Motorola does not alter Motorola's software intellectual property rights.
- 3.3 Customer acknowledges that SUA services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it



include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

3.4 The parties agree that ASTRO 25 SUA coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.

3.5 Motorola may suspend or terminate the ASTRO 25 SUA if the following conditions apply:

- Customer fails to pay Motorola any fees for the ASTRO 25 SUA when due
- Customer breaches the Software License Agreement or other applicable agreement
- Customer's rights to use the software under the Software License Agreement expire or are terminated
- Customer replaces its Motorola System with a system from another manufacturer

4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. 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." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, 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. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.



Appendix A - ASTRO 25 Eligible System Release Upgrade Paths

Release date	ASTRO 25 Platform Release	Available Upgrade Paths		
		7.1	7.2	
Oct-05	R7.0	7.1	7.2	
Jun-06	R7.1	7.2	7.4	
Dec-06	R7.2	7.4	7.5	7.7
Mar-07	R7.1.1	7.4		
Dec-07	R7.4	7.5	7.6	7.7
Jun-08	R7.5	7.6	7.7	
Dec-08	R7.6	7.7		
Jun-09	R7.7	7.8	7.9	7.11
Jan-10	R7.8	7.9		
Dec-10	R7.9	7.11	7.13	
Aug-11	R7.11 (planned)	7.12	7.13	7.15
Mar-12	R7.12 (planned)	7.13		
Aug-12	R7.13 (planned)	7.15	7.17	

- All releases are pre-tested and certified in Motorola labs to ensure compatibility with system operation.
 - This information is for planning and budgeting purposes only
- The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.



Appendix B - System Pricing Configuration

The Contractor will work with the State to input form configuration quantities in Appendix B following execution of Contract. This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

Master Site Configuration (Core Type)	0
Number of Zones in Operation (Including DSR and Dark Master Sites)	0
Number of Features per Zone: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI Instance, CSMS, IA Remote Site (Only list those that apply)	0
Number of Features per Zone: Infovista, IA Master Site	0
Number of Voice RF Sites & RF Simulcast Sites	0
Number of Repeaters/Stations	0
Number of TDMA stations	0
Number of HPD RF Sites	0
Number of HPD Stations	0
Number of Subscribers in Operation (optional) (Mobiles, Portables and Control Stations)	Optional @ \$20/unit
Console	
Number of Dispatch Sites	0
Number of Gold Elite Operator Positions in Operation	0
Number of MCC 7500 Operator Positions (GPIOM)	0
Number of MCC 7500 Operator Positions (VPM)	0
Number of AIS Servers	0
Number of Voice Loggers in Operation	0
Number of Logger Clients in Operation	0
MOSCAD NFM	
Number of Servers in Operation	0
Number of Remote Terminal Units (RTU) in Operation	0
Number of Clients in Operation	0
Fire Station Alerting (FSA)	
Number of Servers in Operation	0
Number of Remote Terminal Units (RTU) in Operation	0
Number of Clients in Operation	0
Computing and Networking Components (for SUA / SUA II)	
# Client Workstations	0
# Servers	0
# LAN Switch - High Performance	0
# LAN Switch - Mid Performance	0
# Router - High Performance (S6000)	0
# Router - Mid Performance (S2500)	0
# Router - High Performance (GGM8000)	0
# Total GCP 8000 Controller	0
# Total GCM 8000 Comparator	0



Exhibit G - Master Software License Agreement and Warranty Documentation

G.1 Exhibit A

G.1.1 Software License Agreement

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means 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 such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the



Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. 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. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peek components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE



trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and 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 by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided that* Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated



8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and 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 a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and 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 Motorola 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 is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Assignments and Subcontracting are described in the Primary Agreement.



13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Exhibit H – SI Gates Project Methodology

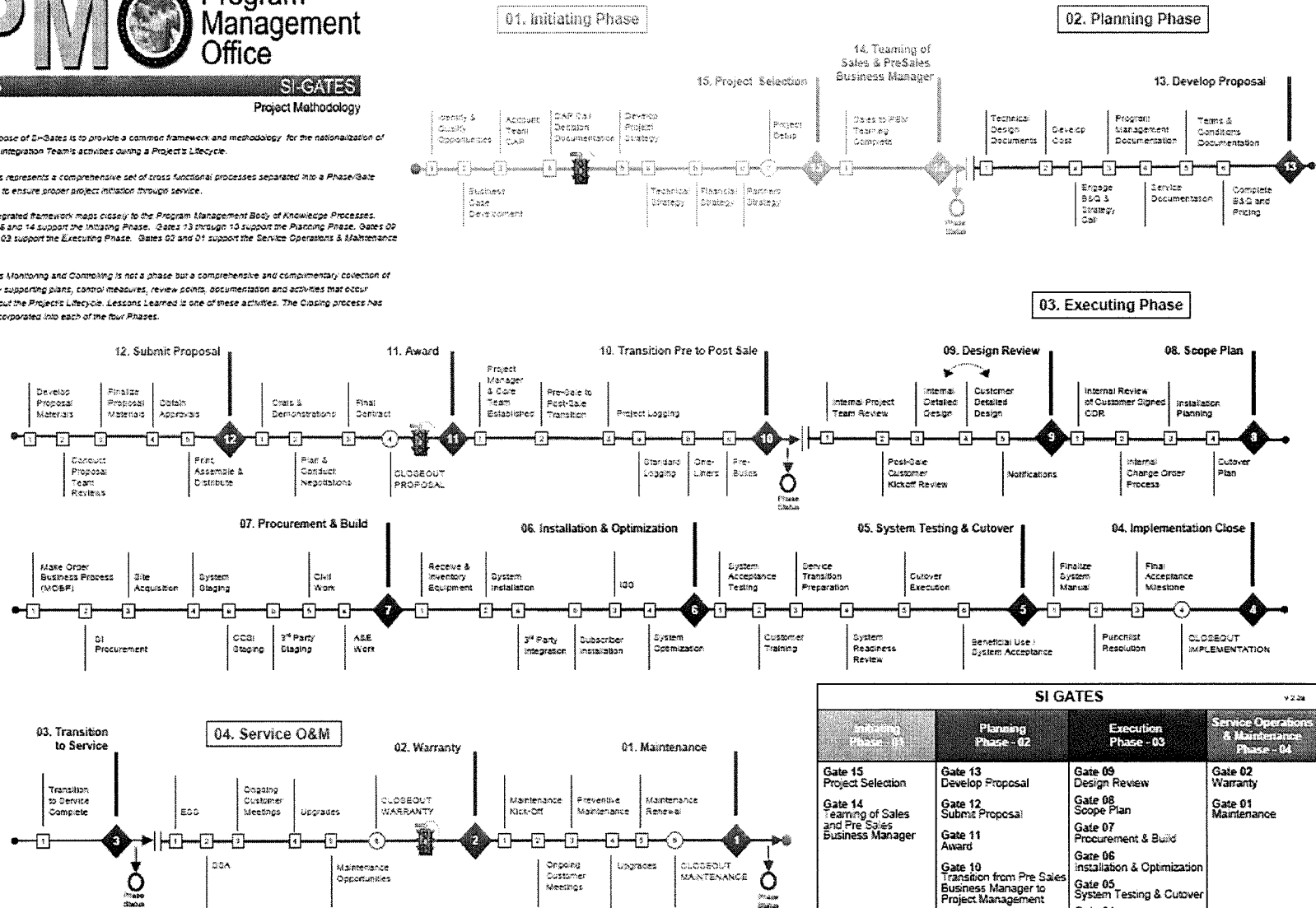


The purpose of SI-Gates is to provide a common framework and methodology for the nationalization of System Integration Teams activities during a Project's Lifecycle.

SI-Gates represents a comprehensive set of cross functional processes separated into a Phase/Gate scheme to ensure proper project initiation through service.

This integrated framework maps closely to the Program Management Body of Knowledge Processes. Gates 1-6 and 14 support the Initiating Phase. Gates 13 through 10 support the Planning Phase. Gates 09 through 03 support the Executing Phase. Gates 02 and 01 support the Service Operations & Maintenance Phase.

SI-Gates Monitoring and Controlling is not a phase but a comprehensive and complementary collection of mutually supporting plans, control measures, review points, documentation and activities that occur throughout the Project's Lifecycle. Lessons Learned is one of these activities. The Closing process has been incorporated into each of the four Phases.



SI GATES			
Initiating Phase - 01	Planning Phase - 02	Execution Phase - 03	Service Operations & Maintenance Phase - 04
Gate 15 Project Selection	Gate 13 Develop Proposal	Gate 09 Design Review	Gate 02 Warranty
Gate 14 Teaming of Sales and Pre Sales Business Manager	Gate 12 Submit Proposal	Gate 08 Scope Plan	Gate 01 Maintenance
	Gate 11 Award	Gate 07 Procurement & Build	
	Gate 10 Transition from Pre Sales Business Manager to Project Management	Gate 06 Installation & Optimization	
		Gate 05 System Testing & Cutover	
		Gate 04 Implementation Close	
		Gate 03 Transition from Project Management to Service	
Monitor & Control			



Initiating

Defines and authorizes the project. A Business case is developed to define and support the objectives to be achieved with the pursuit and award of the described project.

Planning

Defines the objectives and plans the course of action to attain award of the proposed project. During the Planning Phase information is gathered from all interested organizations involved in the delivery of the defined Project. All the needed Project Plans are developed in a preliminary or final format during this phase.

Executing

Fulfills the defined objectives of the Planning Phase. Executing begins with validating the Project Plans. The validated plans are accomplished by obtaining and incorporating all the required resources. Performance is continuously monitored throughout the phase to ensure optimal and profitable execution with the utmost customer satisfaction.

Service Operation & Maintenance

Executes Warranty and Maintenance Plans of the Customer's System for continuous Customer Satisfaction. This phase ensures continuous optimal operation of the defined Customer's System until the end of it's Life Cycle.

Monitor & Control

Regularly measures and monitors the processes and current state of the project. Lessons Learned and the Closing activities of each Phase have been incorporated into the Project Plan. Evaluates the compliance with the defined Project Plan. Continually identifies and evaluates the risk issues and the quality of the delivery.

Documentation

Contract Documentation List

1. TC.D – Terms & Conditions Documentation
2. F.D – Financial Documentation
3. T.D – Technical Documentation
4. PM.D – Program Management Documentation
5. S.D – Service Documentation

SI GATES v 2.2a			
Initiating Phase - 01	Planning Phase - 02	Execution Phase - 03	Service Operations & Maintenance Phase - 04
Gate 15 Project Selection Gate 14 Teaming of Sales and Pre-Sales Business Manager	Gate 13 Develop Proposal Gate 12 Submit Proposal Gate 11 Award Gate 10 Transition from Pre-Sales Business Manager to Project Management	Gate 09 Design Review Gate 08 Scope Plan Gate 07 Procurement & Build Gate 06 Installation & Optimization Gate 05 System Testing & Cutover Gate 04 Implementation Close Gate 03 Transition from Project Management to Service	Gate 02 Warranty Gate 01 Maintenance
Monitor & Control			



Exhibit I – Motorola P25 Trunking Features

P25 PH1 TRUNKED SYSTEM FEATURE MATRIX			
Last Updated: January 12, 2011/ Version 15.0			
P25 PH1 TRUNKED FEATURE NAME		MOTOROLA OFFERS in Release 7.9	TIA STANDARDS DOCUMENTS
P25 PH1 CAI TRUNKING – PHASE ONE COMMON AIR INTERFACE			
VOICE CALLS			
	Group Voice Call	Yes	TSB102-A/ TIA-102.AABD/ TIA-102.AABC-B / TIA-102.AABF-A
	Individual Voice Call	Yes	TSB102-A/ TIA-102.AABD/ TIA-102.AABC-B / TIA-102.AABF-A
	Availability Check on Called Party	Yes	TIA-102.AABD
	Broadcast Voice Call	Yes	TSB102-A/ TIA-102.AABD
	Announcement Group Call	Yes	TIA-102.AABD
	Emergency Group Voice Call	Yes	TIA-102.AABD
MOBILITY MANAGEMENT			
	Roaming	Yes	TSB102-A / TIA-102.AABD/ TIA-102.AABC-B
	Intra-System Roaming (Automatic)	Yes	TSB102-A / TIA-102.AABD/ TIA-102.AABC-B
	Inter-System Roaming (Manual)	Yes	TSB102-A / TIA-102.AABD/ TIA-102.AABC-B
	Registration	Yes	TSB102-A / TIA-102.AABD / TIA-102.AABC-B
	Restricting service access only to valid SU	Yes	TIA-102.AABD
	De-registration	Yes	TIA-102.AABD / TIA-102.AABC-B
	Group Affiliation	Yes	TSB102-A / TIA-102.AABD / TIA-102.AABC-B
	Call Restriction	Yes ¹	TSB102-A / TIA-102.AABC-B
	Call Routing	Yes	TSB102-A
	Wide Area Call	Yes	TIA-102.AABD
	Location Registration	Yes	TIA-102.AABD
	WUID Validity Timer	Yes	TIA-102.AABD
KEY MANAGEMENT			
	KFD Based Key Management		
	Manual Rekeying Features	Yes	TIA-102.AACD
	Key Load	Yes	TIA-102.AACD
	Key Erase	Yes	TIA-102.AACD
	Erase all Keys	Yes	TIA-102.AACD
	View Key Info	Yes	TIA-102.AACD
	KMF Based Key Management		
	Unique Key Encryption Key (UKEK)	Yes	TIA-102.AACD, TIA-102.AACA
	Individual Radio Set Identifier (Ind RSI)	Yes	TIA-102.AACD, TIA-102.AACA
P25 PH1 TRUNKED FEATURE NAME		MOTOROLA OFFERS in Release 7.9	TIA STANDARDS DOCUMENTS

			Key Management Facility Radio Set Identifier (KMF RSI)	Yes	TIA-102.AACD, TIA-102.AACA
			Message Number Period (MNP)	Yes	TIA-102.AACD, TIA-102.AACA
			Key Load	Yes	TIA-102.AACD, TIA-102.AACA
			View Individual RSI	Yes	TIA-102.AACD, TIA-102.AACA
			Load Individual RSI	Yes	TIA-102.AACD, TIA-102.AACA
			View KMF RSI	Yes	TIA-102.AACD, TIA-102.AACA
			Load KMF RSI	Yes	TIA-102.AACD, TIA-102.AACA
			View MNP	Yes	TIA-102.AACD, TIA-102.AACA
			Load MNP	Yes	TIA-102.AACD, TIA-102.AACA
			View Keypad Info	Yes	TIA-102.AACD, TIA-102.AACA
			Activate Keypad	Yes	TIA-102.AACD, TIA-102.AACA
SECURITY SERVICES					
Confidentiality					
Encryption Transformation					
			Traffic Encryption	Yes ²	TIA-102.AAAB-A, TIA-102.AAAD/ TIA-102.AAAA-A/ TIA-102.AAAC/ TIA-102.AAAD
Integrity					
			Chronological Integrity	Yes ³	TIA-102.AAAB-A
			Message Integrity	Yes ⁴	TIA-102.AAAB-A
SU Authentication				Yes	TIA-102.AACE
			Key Management	Yes	TIA-102.AAAB-A/ TIA-102.AACA
			Physical Key Distribution	Yes	TIA-102.AAAB-A/ TIA-102.AACA
			Over-the-Air Key Distribution	Yes	TIA-102.AAAB-A/ TIA-102.AACA
			Key Download Procedures	Yes	TIA-102.AAAB-A/ TIA-102.AACA
			Key Activation Procedures	Yes	TIA-102.AAAB-A/ TIA-102.AACA
			Destruction of Keys	Yes	TIA-102.AAAB-A/ TIA-102.AACA
			Rekey Request	Yes	TIA-102.AAAB-A/ TIA-102.AACA
			Provisioning of the MR	Yes	TIA-102.AAAB-A/ TIA-102.AACA
			Key Compromise	Yes ⁵	TIA-102.AAAB-A/ TIA-102.AACA

P25 PH1 TRUNKED FEATURE NAME		MOTOROLA OFFERS in Release 7.9	TIA STANDARDS DOCUMENTS
ENCRYPTION			
	Encryption	Yes	TSB102-A / TIA-102.AAAB-A / TIA-102.AAAD / TIA-102.AACD / TIA-102.AACA / TIA-102.AACB
	DES-OFB Encryption of Voice	Yes	TSB102-A / TIA-102.AAAD
	AES Encryption of Voice	Yes	TIA-102.AAAD
	AES Encryption of Packet Data	Yes	TIA-102.AAAD
	Multiple Encryption Algorithms	Yes	TIA-102.AACA
	Multiple Encryption Keys	Yes	TIA-102.AAAD
SUPPLEMENTARY SERVICES			
	Priority Call	Yes	TSB102-A / TIA-102.AABD
	Preemptive Priority Call	Yes ⁶	TSB102-A / TIA-102.AABD-A / TIA-102.BACA / TIA-102.BACE
	Dispatcher Audio Takeover	Yes	TSB102-BAGA
	Emergency Alarm	Yes	TSB102-A / TIA-102.AABD / TIA-102.AABC-B
	Silent Emergency	Yes	TSB102-A
	Radio Unit Monitoring	Yes ⁷	TSB102-A / TIA-102.AABD / TIA-102.AABC-B
	Talking Party Identification	Yes	TSB102-A
	Call Alerting	Yes	TSB102-A / TIA-102.AABD / TIA-102.AABC-B
	Radio Check	Yes	TIA-102.AABD / TIA-102.AABC-B
	Radio Inhibit	Yes	TIA-102.AABD / TIA-102.AABC-B
	Radio Uninhibit	Yes	TIA-102.AABD / TIA-102.AABC-B
	Alert Tones	Yes	TIA-102.AABD
	Emergency Call	Yes	TIA-102.AABD
	Pre-Programmed Emergency Group Call	Yes	TIA-102.AABD
	Group Emergency Behavior during an In-Progress Emergency Call	Yes	TIA-102.AABD
	SU Status Update	Yes	TIA-102.AABC-B / TIA-102.AABD-A / TIA-102.AABG / TIA-102.BACD
SYSTEM SERVICES			
	Network Status Broadcast Message	Yes	TIA-102.AABD
	System Status Broadcast Message	Yes	TIA-102.AABD
	Channel Identifier Update Broadcast Message	Yes	TIA-102.AABD
	Adjacent Status Broadcast Message	Yes	TIA-102.AABD
	Secondary Control Channel Broadcast	Yes ⁸	TIA-102.AABD
	Backup Control Channel Broadcast Message	Yes	TIA-102.AABD

P25 PH1 TRUNKED FEATURE NAME		MOTOROLA OFFERS in Release 7.9	TIA STANDARDS DOCUMENTS
MISCELLANEOUS			
	Electronic Serial Number	Yes	TSB102-A
	Queuing	Yes	TIA-102.AABD
	Message Trunking	Yes	TIA-102.AABD
	Transmission Trunking	Yes	TIA-102.AABD
	Network Access Code	Yes	TIA-102.AABD
	Extended hunt sequence	Yes	TIA-102.AABD
PHYSICAL LAYER			
	CAI	Yes	TSB102-A / TIA-102.BAAA-A
	Enhanced Full Rate Vocoder	Yes ⁹	TSB102-A / TIA-102.BABA
	12.5 KHz Channel Bandwidth	Yes	TIA-102.CAAA-B / TIA-102.CAAB-B
	Frequency Division Multiple Access (FDMA)	Yes	TSB102-A / TIA-102.BAAA-A
	9.6 kbps Gross Bit Rate	Yes	TSB102-A / TIA-102.BAAA-A
	C4FM and CQPSK Modulation	Yes	TSB102-A / TIA-102.BAAA-A / TIA-102.CAAA-C / TIA-102.CAAB-B
DATA SERVICES			
	Packet Switched Confirmed Delivery Data	Yes	TSB102-A / TIA-102.BAEB-A
	Packet Switched Unconfirmed Delivery Data	Yes	TSB102-A / TIA-102.BAEB-A
	Packet Switched Data Network Access	Yes	TSB102-A / TIA-102.BAEB-A
	Data Configuration - Radio to FNE	Yes	TIA-102.BAEA-A / TIA-102.BAEB-A / TIA-102.BAEE-A
	Packet Data Registration	Yes	TIA-102.BAAD-1. / TIA-102.BAEB-A
	SU Registration	Yes	TIA-102.BAAD-1. / TIA-102.BAEB-A
	SU Deregistration	Yes	TIA-102.BAAD-1. / TIA-102.BAEB-A
	SU Location Tracking	Yes	TIA-102.BAAD-1. / TIA-102.BAEB-A
	Mobile Data Interface (A)	Yes	TSB102-A / TIA-102.BAEB-A
	Link Layer and Physical Layer Protocols	Yes	TIA-102.BAEA-A / TIA-102.BAEB-A
	SNDCP (Sub network Dependent Convergence Protocol)	Yes	TIA-102.BAEB-A
	Fixed Host Data Interface (Ed)	Yes	TSB102-A / TIA-102.BAEB-A
	Ethernet (802.3)	Yes	TIA-102.BAEB-A
	Internet Protocol Suite	Yes	TIA-102.BAEB-A

P25 PH1 TRUNKED FEATURE NAME		MOTOROLA OFFERS in Release 7.9	TIA STANDARDS DOCUMENTS
P25 ISSI/CSSI - INTER RF SUB-SYSTEM INTERFACE/ CONSOLE SUB-SYSTEM INTERFACE			
VOICE SERVICES			
	Group Voice Service		
	Unconfirmed Group Voice Service	Yes, ISSI.1	TIA-102.BACA
	Emergency Call	Yes, ISSI.1	
MOBILITY MANAGEMENT FUNCTIONS			
	Group Affiliation	Yes, ISSI.1	TIA-102.BACA
	Group Tracking	Yes, ISSI.1	TIA-102.BACA
	RFSS Service Capability Polling	Yes, ISSI.1	TIA-102.BACA-2
P25 TELEPHONE INTERCONNECT			
	Telephone Interconnect	Yes ¹⁰	TIA-102.BADA / TIA-102.AABD
Notes:			
<p>¹ Motorola Network Management provides the capability to provision the services available to both subscriber radios and talkgroups.</p> <p>² Traffic Encryption is made up of two parts; Voice Traffic Encryption and Encrypted Integrated Data. Voice Traffic Encryption is defined by the P25 standard and Motorola offers. Today there is no published P25 standard for Encrypted Integrated Data however Motorola started offering this feature in the 7.8 release</p> <p>³ Today the Project 25 standard defines Chronological Integrity for OTAR, which Motorola offers</p> <p>⁴ Today the Project 25 standard defines Message Integrity for OTAR, which Motorola offers. The Project 25 standard will also support Message Integrity in the future Packet Data Security standard. Currently, Motorola supports Message Integrity for Encrypted Integrated Data.</p> <p>⁵ Zerorize and No Service procedures can be used in Key Compromise situation</p> <p>⁶ Motorola understands this feature to mean Emergency Priority will Pre-empt a Non-Emergency Call</p> <p>⁷ Motorola supports remote unit monitor for talkgroup calls however it will not support the U2U version of remote unit monitor.</p> <p>⁸ Motorola's ASTRO 25 trunked system meets this need by advertising back up control channel frequencies</p> <p>⁹ The APX subscriber uses the P25 enhanced vocoder. The XTS/XTL subscriber product portfolio uses the P25 baseline vocoder with added background noise reduction capability.</p> <p>¹⁰ Motorola's Telephone Interconnect solution complies with all the mandatory P25 requirements however it does not support Landline to Talkgroup which is an optional feature.</p> <p>Overall Comment – This matrix comments on Motorola ASTRO 25 System Release 7.9 System Infrastructure Capabilities, this matrix does not comment on Motorola Subscriber Capabilities. Motorola offers a diverse portfolio of P25 solutions to address a wide variety of customer needs. Customers should work with Motorola representatives to ensure that their specific requirements are addressed.</p>			