

Subject: New Radio Evaluation

Date Issued or Revised: Final May 16, 2006

Date Review: March 31, 2008

4.1.8 New Radio Evaluation

I. Subject and Purpose

It is our policy to accept qualified Project 25 (P25) radio equipment for use on the MPSCS. The Purpose of this policy is to define a set of criteria for testing and evaluating new subscriber equipment proposed for use on the MPSCS radio system. This is necessary as manufacturers are developing new Project 25 compatible radios with the intent on offering them to Local, State and Federal agencies for use on the MPSCS. These radios may inherently have different functional and operational characteristics such as power limits, roaming limits, configuration & programming, button schemes, security features, etc. that need to be evaluated and quantified. The process outlined below will facilitate the qualification of new subscriber equipment. The final decision for acceptance of equipment on the MPSCS will be made by the MPSCS Director.

II. Procedures and Guidelines

Responsibility Matrix

Responsibility	Action
Equipment Sponsor/Vendor	<ol style="list-style-type: none"> 1. Submit request for equipment testing to MPSCS Director. 2. Project submitted to Project Manager for coordination with engineering, RPU and Field Services for equipment evaluation.
Project Manager	<ol style="list-style-type: none"> 1. Evaluate necessity for non-disclosure agreements. 2. Coordinate conference calls and coordinate with vender.
Engineering	<ol style="list-style-type: none"> 1. Evaluate equipment performance, e.g. functionality in trunked and simulcast environment, system roaming, P25 standards, etc. 2. Evaluate Software. 3. Verify FCC type acceptance. 4. Document results.
Field Service	<ol style="list-style-type: none"> 1. Bench Test equipment to verify specifications. 2. Field test for performance. 3. Review software functionality. 4. Document Results.

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Responsibility	Action
Radio Programming Unit	<ol style="list-style-type: none"> 1. Evaluate software for ease of use, cost and security concerns. <ol style="list-style-type: none"> a. Radio cloning (copying templates & ID's). b. Ability to manipulate options. c. Fit into MPSCS templating process. d. Fit into MPSCS interoperability plan. 2. Develop programming standards. 3. Document results.
MSP Training Section	<ol style="list-style-type: none"> 1. Work with RPU to develop programming standards and training assessment. 2. Acquire radios for customer functionality test. 3. Document results. 4. Develop Training manuals.
Team Meeting	<ol style="list-style-type: none"> 1. Discuss documented results from each Section. 2. Risk analysis and fit into MPSCS. 3. Recommend or disapprove for use on MPSCS. 4. Determine appropriate programming fee if applicable. 5. Document results.
Project Manager	<ol style="list-style-type: none"> 1. Assess appropriate fee. 2. Document recommendation to MPSCS Director for approval or non-approval of proposed equipment. 3. Develop letter for Director's signature.

- III. Responsible Party
 Project Manager
 A. Contact for Questions
 Project Manager
 B. Phone, Fax and Email Addresses
 517.336.6188; 517.336-6222 (Fax); shinewt@michigan.gov

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- IV. Applicable Forms
 Non-Disclosure Agreement

- V. Termination or Review Responsibility
 MPSCS Director

- VI. Linkages to Other Relevant Data

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is between the State of Michigan by and through the Michigan Department of Information Technology Michigan Public Safety Communications System (MPSCS) whose address is 4000 Collins Road, P.O. Box 30631, Lansing, Michigan 48909-8131 and _____ (“Vendor”), whose address is _____.

MPSCS operates a secure public safety radio communications system known as Michigan’s Public Safety Communications System (MPSCS) for the benefit of MPSCS and other MPSCS members. MPSCS is considered a critical public safety communication infrastructure. The nature of the system dictates that information regarding its day-to-day operations be kept in the strictest of confidence in order to protect the welfare and safety of public safety employees and members of the public that they serve.

Vendor wishes to receive certain confidential and proprietary information (“Information”) regarding MPSCS for _____. This exchange of Information includes all communication of Information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above.

MPSCS is willing to disclose the Information and **Vendor** is willing to receive the Information on the terms and conditions set forth below:

1. The disclosure of Information by MPSCS is in the strictest of confidence and **Vendor** agrees:
 - A. Not disclose to any other person the Information and use at least the same degree of care to maintain the Information secret as **Vendor** uses in maintaining as secret its own secret information, but always at least a reasonable degree of care.
 - B. Use the Information only for the above-stated purpose.
 - C. Restrict disclosure of the Information solely to those employees of **Vendor** having a need to know such Information in order to accomplish the purpose stated above.
 - D. Advise each such employee, before he or she receives access to the Information, of the obligations of **Vendor** under this Agreement, and require each such employee to maintain those obligations.
 - E. Within fifteen (15) days following a request from MPSCS, return to MPSCS, all documentation, copies, notes, diagrams, computer memory media, and any other materials containing any portion of the Information, or confirm to MPSCS, in writing, the destruction of such materials.
 - F. Immediately upon sale, merger with a third party, dissolution, or discontinuance of **Vendor** return to MPSCS all documentation, copies, notes, diagrams, computer memory media, and any other materials containing any portion of the Information, or confirm to MPSCS, in writing, the destruction of such materials.
2. This Agreement imposes no obligation on **Vendor** with respect to any portion of the Information received from MPSCS which (a) was known to **Vendor** prior to disclosure by MPSCS and to which **Vendor** has no obligation not to disclose or use it; (b) is lawfully obtained by **Vendor** from a third party under no obligation of

confidentiality; (c) is or becomes generally known or available other than by unauthorized disclosure; (d) is independently developed by **Vendor**; or (e) is generally disclosed by MPSCS to third parties without any obligation on the third parties; (f) is or becomes a part of the public domain without breach of this Agreement by **Vendor**; (g) is disclosed pursuant to judicial action or government regulation, provided **Vendor** notifies MPSCS prior to such disclosure and cooperates with MPSCS in the event MPSCS elects to legally contest and avoid such disclosure.

3. **Vendor** acknowledges and agrees that the Information that is disclosed by MPSCS, or that **Vendor** acquires, sees, or learns of as a direct or indirect consequence of the discussions contemplated herein, and all dealings and transactions that follow or result from such discussion(s), are the exclusive property of MPSCS, and **Vendor** will keep the information strictly confidential, as a fiduciary.
4. **Vendor** acknowledges and agrees that it shall not acquire any right or interest in the Information and that MPSCS shall remain the sole owner of the Information, including, but not limited to all patent, copyright, trademark, trade secret, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world. **Vendor** shall not manufacture, use, sell, or distribute the Information without the prior written permission of MPSCS.
5. This Agreement and the furnishing of Information as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to **Vendor** or any relationship between the parties.
6. **Vendor** shall not transmit, directly or indirectly, the Information from MPSCS outside the United States without MPSCS's prior written consent and **Vendor** shall comply with all export laws and regulations of the United States with respect to such Information.
7. **Vendor** shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint, or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Information from MPSCS.
8. MPSCS DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, MPSCS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. MPSCS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY **VENDOR**.
9. In the event of a breach, threatened breach or intended breach of this Agreement by **Vendor** MPSCS, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
10. If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this Agreement and shall not affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.
11. The parties can modify any covenant or provision of this Agreement only in writing, and signed by both parties.
12. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
13. This Agreement shall be construed and governed by the laws of the State of Michigan.

- 14. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
- 15. This Agreement is binding upon MPSCS and **Vendor**, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the last date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, **Vendor's** obligations of confidentiality and restrictions on use of the Information disclosed by MPSCS shall survive termination of this Agreement.

This Agreement is executed as of the dates appearing below each authorized representative's signature and is effective as of the last date of execution.

State of Michigan
By and through the
Michigan Department Information Technology

By: _____

By: _____

(printed)

(printed)

Its: _____

Its: _____

Dated: _____

Dated: _____