

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER
 C.P.O. # ~~2800046~~/S.P.O.#
 2900062

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT POLICE
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100%	DEPARTMENT CONTACT PERSON 2 ND DEPUTY CHIEF TINA TOLLIVER	PHONE NO. 596-1922
CONTRACTOR'S NAME: MOTOROLA SOLUTIONS, INC.		DATE PREPARED 12-09-2014
CONTRACTOR'S ADDRESS: 1303 E. ALGONQUIN RD., SCHAUMBURG, IL 60196	AMOUNT <input type="checkbox"/> ENGINEER'S ESTIMATE \$11,300,000.00 <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE \$0 <u>7,500,000.00</u>	
PHONE NO. (847) 576-5134	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 36-1115800		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

PURPOSE OF CONTRACT: DETROIT POLICE DEPARTMENTS SERVICE AGREEMENT WITH MOTOROLA TO MAINTAIN THE 800 MHZ RADIO SYSTEM (DECEMBER 1, 2014 THRU JUNE 30, 2016). ACCT # 1000-372300-000000-626700-11041-000000-00000 (\$3,800,000)

for Charlotte McInnis 3100-352054-000000 617400-13824-000000-000000

TWO WAY RADIO & WIRELESS TECHNOLOGY - UTILIZING MIDEAL CONTRACT & PRICING

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME & DATE IN DEC 10 2014 OFFICE OF THE CHIEF BUDGET OPERATIONS	REQUESTING DEPARTMENT	TIME & DATE IN 12-10-2014 1645
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DEC 18 2014	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input checked="" type="checkbox"/> RECOMMEND DENIAL	 BUDGET DIRECTOR OR DEPUTY	DEC 18 2014
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	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	GRANT ACCOUNTANT	
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JAN 08 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 FINANCE DIRECTOR OR DEPUTY	1/8/15
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	LAW DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	CORPORATION COUNSEL	
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	PURCHASING DIVISION PURCHASING DIRECTOR		
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CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____

FRC Approval FEB 23 2015

(FEB. 03 - 2015)



CITY OF DETROIT
 FINANCE DEPARTMENT
 PURCHASING DIVISION
 1008 COLEMAN A. YOUNG
 MUNICIPAL CENTER
 DETROIT, MICHIGAN 48226
 PHONE 313-224-4600
 FAX 313-224-4374

**IF THIS PURCHASE ORDER
 DOES NOT AGREE WITH THE
 BID YOU SUBMITTED,
 PLEASE CONTACT THE
 PURCHASING DIVISION.**

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
2900062	0	1
THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES AND SHIPMENTS.		
SHIP TO		
1300 Beaubien Detroit, MI 48226 United States		
BILL TO		
Coleman A Young Municipal Ce 2 Woodward Avenue Ste 642 Detroit, MI 48226 United States		

SUPPLIER

MOTOROLA SOLUTIONS INC
 1303 E ALGONQUIN RD
 SCHAUMBURG, IL 60196

SUPPLIER NO.	DATE OF ORDER/BUYER	REVISED DATE/BUYER
1113274	29-OCT-14 L White	
PAYMENT TERMS	SHIP VIA	F.O.B.
Net 30	Lowest Cost Carrier	Delivered
FREIGHT TERMS	REQUESTOR/DELIVER TO	CONFIRM TO / TELEPHONE
Account of Seller		

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	<p>This Formal Purchase Order was created in accordance with the departments request.</p> <p>FURNISH: To provide Two way Radio and wireless Technology related Communications infrastructure and Services to the City of Detroit Per MIDEAL Contract number 071B2200101, as agreed by Gordon Webb of Motorola, Inc., and as per attached pricing from Motorola - pages 121 and 122, dated 12.08.14. Per the Scope of Work per Motorola's proposal of 12/2/14.</p> <p>The individual responsible for accepting performance under this Contract is Scott Hayes, who may be reached at, 313-405-8837.</p> <p>The contact person from whom payment should be requested is Tina Toliver, who may be reached at, 313-600-7825.</p> <p>TERMINATION OF CONTRACT: The City reserves the absolute right to terminate this contract in whole or in part for the convenience of the City at its sole discretion on thirty (30) days written notice to the vendor. At any time during the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the contractor to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 30- calendar day written notice to terminate.</p> <p>TERMS: Net 30 days Prices are firm.</p> <p>A valid invoice meets the following requirements:</p>						

CONTRACTS AND PURCHASES BETWEEN THE VENDOR AND THE CITY OF DETROIT ARE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS INCLUDING, BUT NOT LIMITED TO, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. THE CITY MAY TERMINATE THE CONTRACT FOR CAUSE OR CONVENIENCE. NO CHANGES EFFECTIVE UNLESS AGREED TO IN WRITING BY CONTRACT AMENDMENT. ONLY SUCH GOODS WILL BE PAID FOR AS COMPLY EXACTLY WITH WRITTEN DESCRIPTION. WHEN SHIPPED VIA COMMON CARRIER, MAIL SHIPPING NOTICE DIRECTLY TO RECEIVING POINT. CASH TERMS DATE FROM RECEIPT AND ACCEPTANCE OF GOODS AND CORRECT INVOICE. PATENTS-CONTRACTORS SHALL PROTECT AND INDEMNIFY AGAINST EXPENSE OF ANY NATURE, SHALL BEAR COST OF ANY SUITS WHICH MAY ARISE, AND SHALL PAY ALL DAMAGES WHICH MAY BE AWARDED AGAINST THE CITY FOR THE USE UNDER THIS SPECIFICATION OF ANY PATENTED DEVICE, PROCESS, APPARATUS, MATERIAL OR INVENTION. THE CITY RESERVES THE RIGHT TO AUDIT EMPLOYEE PAYROLL RECORDS TO VERIFY LABOR CHARGES UPON 72 HOURS NOTICE.

Total	7,500,000.00
	
PURCHASING DIRECTOR'S SIGNATURE	
NOT VALID WITHOUT AUTHORIZED SIGNATURE	



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 FINANCE DEPARTMENT
 PURCHASING DIVISION
 1008 COLEMAN A. YOUNG
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Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
2900062	0	2
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SUPPLIER

MOTOROLA SOLUTIONS INC
 1303 E ALGONQUIN RD
 SCHAUMBURG, IL 60196

SUPPLIER NO. 1113274	DATE OF ORDER/BUYER 29-OCT-14 L White	REVISED DATE/BUYER
PAYMENT TERMS Net 30	SHIP VIA Lowest Cost Carrier	F.O.B. Delivered
FREIGHT TERMS Account of Seller	REQUESTOR/DELIVER TO	CONFIRM TO / TELEPHONE

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	<p>Vendor Information: Full name of business, Federal Identification Number, unique invoice number, date of invoice, reference to City of Detroit purchase order number, part of item number (as referenced in the purchase order)</p> <p>Quantity and Pricing Information: Description of goods or services, part or item number (as referenced in the purchase order), quantity of goods or services provided, unit price of goods or services provided, part or item subtotal (quantity * unit cost), discount terms (if applicable)</p> <p>Delivery Information: Location and date of delivery of goods or services provided, delivery terms (as referenced in the purchase order agreement)</p> <p>INVOICING: All invoices submitted against the contract must include part or item numbers and part or item description, list price, and applicable discount. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City Dept/Div/Personnel. Invoices must meet the following conditions for payment: a) Price on invoice must correspond to the pricing listed on purchase order and/or contract. b) Contractor must submit price lists in accordance with bid requirements. c) Original invoice must be submitted to the appropriate City of Detroit Account's Payable Section. d) Copy of invoice must be submitted to the department personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing, from the Purchasing Division the name and phone</p>						

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Total	7,500,000.00
<i>Boysie Jackson</i>	
PURCHASING DIRECTOR'S SIGNATURE NOT VALID WITHOUT AUTHORIZED SIGNATURE	



CITY OF DETROIT
 FINANCE DEPARTMENT
 PURCHASING DIVISION
 1008 COLEMAN A. YOUNG
 MUNICIPAL CENTER
 DETROIT, MICHIGAN 48226
 PHONE 313-224-4600
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Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
2900062	0	3
THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES AND SHIPMENTS.		
SHIP TO		
1300 Beaubien Detroit, MI 48226 United States		
BILL TO		
Coleman A Young Municipal Ce 2 Woodward Avenue Ste 642 Detroit, MI 48226 United States		

SUPPLIER

MOTOROLA SOLUTIONS INC
 1303 E ALGONQUIN RD
 SCHAUMBURG, IL 60196

PAYMENT TERMS Net 30	SUPPLIER NO. 1113274	DATE OF ORDER/BUYER 29-OCT-14 L White	REVISED DATE/BUYER
FREIGHT TERMS Account of seller	SHIP VIA Lowest Cost Carrier	REQUESTOR/DELIVER TO	F.O.B. Delivered
		CONFIRM TO / TELEPHONE	

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	number of the contact person responsible for processing payment. Purchase Agreement Effective From: 02-NOV-14 To: 30-JUN-16					Amount Agreed: 7,500,000.00	

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Total	7,500,000.00
<i>Boysie Jackson</i>	
PURCHASING DIRECTOR'S SIGNATURE NOT VALID WITHOUT AUTHORIZED SIGNATURE	

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

Motorola Solutions, Inc

CONTRACT NO. 2900062

CONTRACT PROVISIONS

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Exhibit A—Scope of Services

Exhibit B—Fee Schedule

Exhibit C--- Software License Agreement

**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the

City of Detroit, a Michigan municipal corporation, acting by and through its Police Department ("City"), and Motorola Solutions, Inc., a Delaware Corporation, with its principal place of business located at 1303 E. Algonquin Rd., Schaumburg, IL 60196 ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain software, and Technical, and professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and Accordingly, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Equipment" means the equipment that City purchases from Contractor under this Contract.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Motorola Software" means Software that Contractor or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

"Proprietary Rights" means 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 Motorola under this Contract and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract. Records shall not mean Contractor's internal financial records which are not pertinent to this Contract, such as its labor costs and profit margins.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the Equipment.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"System" or "system" shall mean the City's 800 Mhz public safety radio communication system as designed and built.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

Article 2. Engagement of Contractor

2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

2.02 The Contractor shall perform all Services in a professional manner and to the extent required to maintain System Functionality as defined in the Scope of Services described in Exhibit A. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the objective and reasonable interpretation and determination of the City shall govern.

2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed reasonably necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.

2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.

2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.
Contractor's Representations and Warranties

3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 Unless otherwise stated in the Software License Agreement between the City and the Contractor, during the Warranty Period, the Contractor makes the following representations and warranties as to any Equipment and Motorola Software it may provide under this Contract:

- (a) That during the Warranty Period, which shall be ninety (90) days (1 year for new Equipment or such longer time as indicated in Exhibit B) from the date the Equipment is delivered, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship;
- (b) That during the Warranty Period, which shall be ninety 90 days from the date the Software is delivered, Contractor warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Article that are applicable to the Software;
- (c) That during the Warranty Period, which shall be ninety 90 days from the date the Service is performed, Contractor warrants the Services performed under this Agreement will be free of defects in materials and workmanship;
- (d) That to assert a warranty claim, City must notify Contractor in writing of the claim within five business days of either actual notice to the City of the claim or within five days after the expiration of the Warranty Period, whichever occurs first. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor will, within fifteen (15) calendar days or less under normal circumstances, or within thirty (30) calendar days or less under unusual circumstances (the extent of which the Contractor must immediately notify the City in writing), at Contractor's option and at no additional charge to City, repair the defective Equipment or Software or replace it with the same or equivalent functional and operational Equipment or Software or re-perform the non-conforming Service. That properly completed repair, replacement or re-performance will be the full extent of Contractor's liability for the warranty claim. If this investigation indicates the warranty claim

is not valid, then Contractor may invoice City for responding to the claim on a time and materials basis using Contractor's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Contractor;

- (e) That these warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; City's failure to comply with all applicable industry and OSHA standards and that failure being the primary cause of the defect or damage; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vi) normal or customary wear and tear
- (f) That all Equipment shall be delivered new and in original manufacturer's packaging and shall be covered for repair or replacement during the term of this Contract as amended or extended;
- (g) That any Software that it is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.
- (h) That the Contractor has the full right and power to grant the City a license to use the Motorola Software and Equipment provided under this Contract and that Contractor has obtained a similar warranty from providers of Non-Motorola Software provided under this Contract which Contractor shall immediately pass through to the City.
- (i) That these express limited warranties are extended by Contractor to the City purchasing the Equipment and Software for commercial, industrial, or governmental use only, and are not assignable or transferable, except to the State of Michigan.
- (j) **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, SERVICES AND MOTOROLA SOFTWARE PROVIDED UNDER THIS CONTRACT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF**

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES DO NOT APPLY TO OTHER CONTRACTOR REPRESENTATIONS IN THIS CONTRACT.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be deemed to be December 1, 2014 upon authorization of the Contract by resolution of the City Council.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.

Data to Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.

Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.

understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7. Compensation

- 7.01 This contract acknowledges that the City has paid by Purchase Order #2899981 and fully compensated to the Contractor for all services provided to the City from February 1, 2014 to November 30, 2014, which are subject to all terms and conditions expressly stated in the content of this Contract

Compensation for Services provided shall not exceed the amount of Seven Million, Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

- 7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Name Celia Washington
Title 2nd Deputy Chief – Legal Advisor
Address 1301 Third Avenue, 7S – Suite 751
City, State and Zip Code Detroit, Michigan 48226
Telephone: (313) 596-2158
Facsimile: (313) 596-6818
Email Address: washingtonc@detroitmi.gov

The City employee from whom payment should be requested is:

Name Celia Washington
Title 2nd Deputy Chief – Legal Advisor
Address 1301 Third Avenue, 7S – Suite 751
City, State and Zip Code Detroit, Michigan 48226
Telephone: (313) 596-2158
Facsimile: (313) 596-6818
Email Address: washingtonc@detroitmi.gov

**Article 8.
Maintenance and Audit of Records**

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted

accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Article 9. Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following which results in personal injury, death, or damage to tangible property and which occurs during the term of this Contract:

- (a) Any negligent or tortuous act, error, or omission attributable in whole or in part to the Contractor or any of its Associates, except for an act, error or omission wholly attributable to the negligence of the City; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates negligent performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. .

- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard Contractor property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims covered under this Article 9, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims as set forth above.

**Article 10.
Insurance**

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

- 10.02 The commercial general liability insurance policy shall include an endorsement including the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following or similar cross-liability separation of insureds wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.06 All insurance policies shall name the Contractor as the insured. Contractor shall notify City if such policies are to be canceled or reduced. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and upon the expiration dates of expiring policies.
- 10.07 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.08 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11.
Default and Termination

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or
 - (2) The Contractor, in the reasonable judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) The Contractor ceases to perform under the Contract; or
 - (4) The City is of the reasonable opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the reasonable judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - (9) The performance of the Contract, in the reasonable judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The Contractor fails in any of the agreements set forth in this Contract; or
 - (11) The Contractor ceases to conduct business in the normal course; or

- (12) The Contractor admits its inability to pay its debts generally as they become due.
- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the reasonable satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, upon detailed written request from the Contractor, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- (e) The City's remedies outlined in this Article II shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor ten (10) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in

accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12. Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Contractor may assign this Contract to a subsidiary or successor corporation of Contractor without prior consent of the City so long as assignee meets all requirements of the City, i.e., is financially and technically responsible, obtains income tax, property tax and human rights clearances from the City, meets all

requirements of this Contract, and so long as both Contractor and its assignee execute a written assignment as provided by the City. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13. Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City approves of Contractor subcontracting to Comsource, Inc. and Mobile Communications, Inc. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14. Conflict of Interest

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

Article 15.
Confidential Information

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.
- 15.03 The City will protect the Contractor's Confidential Information in the same manner that the City protects its own confidential information. Contractor's Confidential Information shall include any information that is disclosed by Contractor to the City in written, graphic verbal or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in

writing within ten (10) days of the disclosure. Contractor's Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Contract, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; is explicitly approved for release by written authorization of the disclosing party; or is subject to disclosure under the Michigan Freedom of Information Act, or other applicable law or court order.

Article 16. Compliance with Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.
- 16.03 The Contractor shall comply with the Detroit Living Wage Ordinance and execute the Detroit Living Wage Ordinance Contractor Certification, attached as Exhibit C.

Article 17. Amendments

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.

17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

**Article 18.
Fair Employment Practices**

18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

**Article 19.
Notices**

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Police Department on behalf of the City:

City of Detroit
Police Dept.
1301 Third Street
Detroit, Michigan 48226
Attention: Ms. Celia Washington, Dept of the Chief

If to the Contractor:

Company's Name	Motorola Solutions, Inc.
Address	1303 East Algonquin Road, 8th Floor
City, State and Zip	Schaumburg, Illinois 60196
Attention:	Mr. Michael Mraz

19.02 All Notices shall be deemed given on the day of receipt. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.
Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

20.03 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 City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Contract does not grant to City any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to City, either directly or by implication, estoppels, or otherwise, any right, title or interest in Motorola's Proprietary Rights. City 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 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.

20.04 Contractor will defend and indemnify, at its sole cost and expense, any claim or cause of action brought against City that is based on a third-party claim alleging that the Motorola manufactured Equipment or Motorola Software ("Product") provided by Contractor infringes a trademark, trade secret United States patent or copyright, or a patent or copyright recognized as a result of a treaty entered into by the United States ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: City promptly notifying Contractor in writing of the Infringement Claim so that the Contractor has the opportunity to answer such claim or cause of action; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and City providing to Contractor cooperation and, if requested by Contractor, reasonable non-monetary assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim.

- 20.05 If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for City the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or, after using best efforts to comply with (a) and (b) above, (c) accept the return of the Product and grant City a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 20.06 Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product by the City with any software, apparatus or device not furnished by Contractor which does not conform to the original System design and which combination violates the proprietary rights of a third party; (b) the use by the City of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Contractor; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Contract; or (f) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. Motorola is not liable for indemnifying City for any royalties or revenues that City derives from the sales, rental, or license of any Motorola supplied Product.
- 20.07 This Article provides City's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. City has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Contract or any other legal theory or principle, in connection with an Infringement Claim.
- 20.08 Title and risk of loss to Equipment sold to the City hereunder shall pass to the City upon delivery. Any Motorola Software provided shall be licensed in accordance with the Software License Agreement. Any tangible documents delivered hereunder which depict system design changes made to City's System shall become the property of City.

Article 21.
Force Majeure

- 21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.

Waiver

- 22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.

Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 23.13 After providing the Contractor with thirty (30) calendar days notice of its intent to do so, the City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.
- 23.14 All parts of the Contract are intended to be construed consistently with each other. In the event of an irreconcilable conflict between any of the parts of the Contract, the following are the controlling parts of the Contract, in descending order: the Legal Terms and Conditions (which are set forth from the first page of the Contract up to and including the signature page of the Contract), Exhibit A, Exhibit B, and then any other Exhibit or part that is expressly referenced in the Contract as attached to, or incorporated by reference into, the Contract.
- 23.15 Limitation of Liability. Contractor's total liability to the City for breach of this Contract, including commercial claims or causes of action related to breach of this Contract, shall be Eleven Million Three Hundred Thousand and No/100 Dollars (\$11,300,000.00). **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY**

RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision. The limitation of liability in this section, 23.15, shall not apply to Contractor's duties and obligations under Article 9, Indemnity, of this Contract, to Contractor's intentional wrongful acts or omissions resulting in a breach of this Contract, or for commercial claims or causes of action brought by third parties against the City, resulting in cross claims by the City against the Contractor as a result of the Contractor's acts or omissions during the performance of this Contract.

(Signatures appear on next page)

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1. Elizabeth J. Novak
Name
2. Scott Shupul
Name

Contractor:

By: John Zidar
Name
Its: Vice President
Title

Witnesses:

1. OTIS W. MILHOUSE
Name
2. Ray S. Moxe
Name

City of Detroit

Police Dept Department:
By: [Signature]
Name
Its: Police Chief
Title

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL OR E.M. ON:

FEB 03 2015

[Signature]
Date
Purchasing Director

APPROVED BY LAW DEPARTMENT PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

Corporation Counsel Date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION OF THE CITY COUNCIL OR EMERGENCY MANAGER AND SIGNED BY THE PURCHASING DIRECTOR.

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on December 1, 2014 and shall terminate on June 30, 2016. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Names of Parties in Exhibit A and summary of content

In this Exhibit A, the City is also referred to as the Customer and the Contractor is also referred to as Motorola. All of the terms of Exhibit A, including those in each Statement of Work (SOW) set forth herein, are appended to Contract 2900062 and made a part thereof by this reference.

The Contractor shall perform the Services set forth in Exhibit A. Exhibit A contains four parts, which are numbered as Roman numerals I through V. Number III is Motorola's Services product offerings that include the City's specific requirements. Number IV is a general statement of Excluded Services that are in addition to the exclusions specified in Number III.

III. Included Services

The Services outlined in this Part III of Exhibit A are covered maintenance items that will be paid for by the City under the monthly maintenance fee. However, there are some services which are excluded from the Services set forth in Part III of Exhibit A, which are in addition to those identified in Part IV of Exhibit A. These Services shall be provided by the Contractor to the City on a time and materials basis, at fees not to exceed those set forth for the same services, parts, and equipment in contract (no. 071B2200101) between Motorola and the State of Michigan. The following are details of the Services to be provided by Motorola to the Customer based on the monthly maintenance fee.

System Functionality is defined as the system operating as designed. This is accomplished by maintenance, which is the process for determining the cause of equipment failure, removing, repairing, or replacing components necessary to conform the equipment to the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the components and placing the equipment back into operation so that the system operates as designed.

Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1
- 2.7. Create a Case, as necessary. Gather information to perform the following:
 - 2.7.1. Characterize the issue
 - 2.7.2. Determine a plan of action
 - 2.7.3. Assign and track the Case to resolution.

- 2.8. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
 - 2.9. Ensure the required personnel have access to Customer information as needed.
 - 2.10. Disable and enable System devices, as necessary, for Servicers.
 - 2.11. Servicer will perform the following on-site:
 - 2.11.1. Run diagnostics on the Infrastructure or FRU.
 - 2.11.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
 - 2.12. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
 - 2.13. Escalate the Case to the appropriate party upon expiration of a Response time.
 - 2.14. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
 - 2.15. Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels:
 - 2.15.1. Open and closed; or
 - 2.15.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
 - 2.16. Provide, when requested by Customer, the following reports, as applicable:
 - 2.16.1. Case activity reports to Customer.
 - 2.16.2. Network Monitoring Service reports for Customer System(s).
 - 2.16.3. Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
 - 2.17. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
 - 2.18. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
 - 2.19. Maintain and store in an easy accessible location any and all Software needed to Restore the System.
 - 2.20. Maintain and store in an easily accessible location proper System backups.
 - 2.21. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
 - 2.22. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.0 Customer Responsibilities:
- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
 - 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
 - 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
 - 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan., including, but not limited to:
 - 3.5.1.1. Case notification preferences and procedure
 - 3.5.1.2. Repair Verification Preference and procedure
 - 3.5.1.3. Database and escalation procedure forms.
 - 3.5.1.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

- 3.6. Provide the following information when initiating a service request:
 - 3.6.1. Assigned System ID number
 - 3.6.2. Problem description and site location
 - 3.6.3. Other pertinent information requested by Motorola to open a Case.
- 3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8. Allow Servicicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9. Allow Servicicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.11.2
- 3.11. RESERVED
- 3.12. RESERVED
- 3.13. RESERVED
- 3.14. RESERVED
- 3.15. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.16. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

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) as determined by the SSC. ▪ 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.



On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.
* Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
ASTRO® 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

ASTRO 25 6.0 - 6.2	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
SmartZone 4.1	<p>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</p> <p>MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)</p>
ARC 4000	<p>Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches</p>
Astro LE	<p>Site Controllers; Environmental Alarms; Channel Banks</p>
SMARTNET Monitored by MOSCAD SiteSentry	<p>Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.</p>
Private Data	<p>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</p>
Harmony (HWCS)	<p>MSO, EBTS</p>
MOTObridge	<p>SIP, OMC, Gateway Units</p>



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.

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:

- 3.1. 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

Statement of Work

Infrastructure Repair

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

2.0 Motorola has the following responsibilities:

- 2.1. Provide repair return authorization numbers when requested by Customer.
- 2.2. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.3. Perform the following service on Motorola Infrastructure:
 - 2.3.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.3.2. Replace malfunctioning FRU or Components.
 - 2.3.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.3.4. Perform a Box Unit Test on all serviced Infrastructure.
 - 2.3.5. Perform a System Test on select Infrastructure.
- 2.4. Provide the following service on select third party Infrastructure:
 - 2.4.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.4.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.4.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.4.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.5. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.3. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.6. Properly package repaired Infrastructure.
- 2.7. Ship repaired Infrastructure to the Customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Select third party FRU. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges
- 2.8. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.



- 2.8.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
- 2.8.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 2.8.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
- 2.9. Properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Motorola is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
- 2.10. Maintain templates of Software/applications and Firmware for re-loading of Infrastructure as set forth in paragraph 2.5.
- 2.11. For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.



3.0 Customer has the following responsibilities:

- 3.1. RESERVED
 - 3.1.1. RESERVED
 - 3.1.2. RESERVED
 - 3.1.3. RESERVED
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
- 3.2 RESERVED
- 3.3 RESERVED
- 3.4 RESERVED
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair:

- 1. All Infrastructure over seven (7) years from product cancellation date.
- 2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
- 3. Physically damaged Infrastructure.
- 4. Third party Equipment not shipped by Motorola.
- 5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
- 6. Video retrieval from Digital In-Car Video equipment.
- 7. Test equipment.
- 8. Racks, furniture and cabinets.
- 9. Firmware and/or Software upgrades.



ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys, Telco, IMACS models 600, 800. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers, CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.



ASTRO 25 Infrastructure Repair cont.	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server, IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Crypt
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Dfinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included



SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all other technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.



SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quanto, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all other technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.



SmartNet System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181 intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh,MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any one-site services.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies



Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIML, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar, MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones , Logging Recorders and Recording Equipment	Includes NICE Excludes all technologies see SOW specifically for NICE logging recorders
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.



Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Included
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit)	Includes Vesta Standard Excludes all other technologies



Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 & DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair. Video retrieval is a separate service and is excluded from this SOW.



MOTOTRBO Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
XRC9000 Single Site or Multi Site Controller	Included TT2213 single site; TT2215 multi site
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598
XRT9000 Gateway	Includes TT2386A

Statement of Work

Network Preventative Maintenance

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

2.1 Motorola has the following responsibilities:

- 2.2 Notify the Customer of any possible System downtime needed to perform this service.
- 2.3 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.4 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.5 Clean filters, if applicable.
- 2.6 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 2.7 Maintain periodic backup of databases, Software applications and Firmware.

3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 RESERVED
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.



ASTRO® 25 ARC4000, 6.x, & 7.x Network Preventative Maintenance Checklist

ASTRO® 25 ARC4000, 6.x, & 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements
CO-LOCATED/REMOTE SITE Repeater(s), Control Station(s)	TX Frequency in Hz TX Power Output of Station (Forward/Reflected) TX Power Output out of Combiner (Forward/Reflected) TX Low Speed Deviation TX Test Pattern Deviation TX BER RX Tower/Rack Mounted Amplifier RX RF Level at 5% BER at Receiver and Through Multi-Coupler Receiver Desense/ Degradation do to Site Noise and TX Desense Wireline Audio Input & Output Levels
Site Controllers	Check Lights/Fan Operation Check/Align Frequency Standard Roll to Redundant Controller (pre-approved by customer) Test Site Trunking/Failsoft Modes (pre-approved by customer) Multiple Control Channel Switching (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
All Equipment	Check Diagnostics/Alarms Power Supply Voltages
MASTER/PRIME SITE (RF Equipment) Master/Prime Site Controllers	Check Lights/Fan Operation Roll to Redundant Controller (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
ASTRO-TAC Comparators	Check for receiver to Comparator audio path ACTAC 9600 Comparator All sites on line? V.24 link health- link delays
Channel Bank	Channel Bank/ transport health for all sites (diagnostics/alarms) Roll to Redundant Power Supply (pre-approved by customer)
MASTER/PRIME SITE (Servers) Misc Equipment	Master Site Servers health (diagnostics/alarms) Complete backup of databases Roll to Redundant Zone Controller (pre-approved by customer) Remote Access Test Check all modems for proper levels & synchronization MBX/Other telco interface common equipment
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer) Frequency Standards (check 1 PPS, 5 MPPS, composite) Check Power Supply Voltages
POWER UPS	Check Diagnostics/Alarms AC/DC Voltages/Batteries Switch-Over Operations
Generator	Switch to Generator Power (pre-approved by customer)
AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)
All Equipment	Check Diagnostics/Alarms

CONSOLES POSITIONS/REMOTES	Audio Input & Output Level
	Ethernet Operation
	CEB/MCC Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB/MCC Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
	CEB/AEB/MCC diagnostics
TRUNKING TEST (Completed at all sites)	Talkgroup Test
	Multigroup Call
	Private Call
	Secure Call

Statement of Work

SP - Managed Services – Site Preventive Maintenance Generator, UPS, HVAC, Tower, Perimeter Security

1. Description of Service

Site Management Network Preventive Maintenance will provide, as required, an operational test and alignment on the Customer's equipment (generator, UPS, HVAC, tower, and perimeter security) to ensure the equipment meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Site Management Network Preventive Maintenance will be performed during Standard Business Days, unless otherwise noted. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola may provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

2. Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, and adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 2.6 Follow the Customer's guidelines for obtaining site access
- 2.7 Parts used for these services will be billed as above contract, unless otherwise noted. Also parts labor and any other services required will be billed as above contract expenses, unless otherwise noted. Above contract billing will be approved by the Motorola Solutions SM prior to start of work and a detailed inspection report documenting performance of the inspection and any approved repairs will be provided to the Motorola Solutions SM upon completion of work.
- 2.8 Maintain periodic backup of databases, Software applications and Firmware.

3. Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 RESERVED
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.

Site Preventive Maintenance Checklist

1. Generators

Generators will receive two scheduled inspection visits per year during normal business hours. One of these inspection visits also includes preventative maintenance such as changing the oil.

1.2 Preventive Maintenance

Caterpillar G3520C

Annually:

- Engine Oil-Change
- Engine Oil Filter-Change
- Aftercooler Condensation-Drain
- Air Starting Motor Lubricator Bowl-Clean
- Alternator-Inspect
- Bearing (Ball)-Lubricate Belts-Inspect/Adjust/Replace Compressor Bypass-Check
- Cooling System Coolant Sample (Level 2)-Obtain
- Crankcase Blowby-Measure/Record
- Crankshaft Vibration Damper-Inspect
- Cylinder Pressure-Measure/Record
- Engine Crankcase Breather-Clean
- Engine Mounts-Check
- Engine Oil Sample-Obtain
- Engine Protective Devices-Check
- Engine Speed/Timing Sensor-Clean/Inspect
- Engine Valve Lash and Bridge-Adjust
- Gas Pressure Regulator Condensation-Drain
- Generator Set Vibration-Inspect
- Hoses and Clamps-Inspect/Replace
- Ignition System Timing-Check/Adjust
- Inlet Air System-Inspect
- Insulation-Test
- Radiator-Clean
- Starting Motor-Inspect
- Stator Lead-Check
- Valve Stem Projection-Measure/Record

1.2 Preventive Maintenance continued

Generac SG135

Semi-annually:

Operating Inspection (while unit is running)
 Visual Inspection performed twice per year
 Overall appearance of equipment and controls(housing, generator and engine)
 Tension and condition of all fan belts
 Fuel system
 Lubricating oil level (lube oil, filter, breather)
 Coolant system (check hoses, clamps, block heater)
 Battery(clean and grease connections)
 Battery charger
 Air filter assembly
 Check generator components (clean brushes, holders, slip rings and exciter connections)
 Check and clean controller
 Check electrical connections
 Check mounting bolts

Annually:

Day tank
 Cooling thermostat
 Alternator and battery charging regulator
 Output voltage and frequency
 Transfer switch
 Test safety shut downs
 When practical, test unit under load to adjust governor or carburetion system

1.3 Sites

SITE #	SITE IDS	SITE NAME	ADDRESS	QTY/ MODEL GENERATOR
2201	SZ07967	LYNDON - MASTER	13331 LYNDON AVE DETROIT, MI 48227	1 / G3520C
2202	SZ076970101	PALMER PARK-REMOTE	900 MERRILL PLAISANCE ST DETROIT, MI 48203	1 / SG135
2203	SZ076970102	JAYNE FIELD-REMOTE	4128 LUCE DETROIT, MI 48212	1 / SG135
2206	SZ079670103	DENBY-REMOTE	12850 KELLY DETROIT, MI 48224	1 / SG135
2207	SZ079670104	BELLE ISLE-REMOTE	END PLEASURE DR DETROIT, MI 48207	1 / SG135
2209	SZ079670105	PENOBSCOT-REMOTE	1356 GRISWOLD ST AT FORT ST DETROIT, MI 48226	1 / SG135
2302	SZ079670106	WARREN/LAWTON AVE-REMOTE	2775 W WARREN AVE DETROIT, MI 48208	1 / SG135
2303	SZ079670107	LIVERNOIS-REMOTE	2111 LIVERNOIS DETROIT, MI 48209	1 / SG135
2305	SZ079670108	KENEMY-REMOTE	2260 S FORT DETROIT, MI 48217	1 / SG135
2306	SZ079670109	WEST SIDE/IRIS-REMOTE	9999 IRIS ST DETROIT, MI 48227	1 / SG135
2307	SZ079670110	8th/TRINITY-REMOTE	21400 GRAND RIVER DETROIT, MI 48219	1 / SG135

2. UPS

UPSs will receive an annual preventative maintenance check every year after business hours. Parts (including batteries and excluding capacitors), labor, mileage, travel and shipping are covered by Onsite Service on a 24x7 basis. Detailed inspection reports are included after each visit. There is next day delivery of replacement parts and/or batteries. Standard response is 25 hours. Emergency response is 8 hours. Emergency response is defined as any location which is out of service where an override of the Powerware equipment is not possible.

2.1 Inspection/Preventive Maintenance:

- Check of unit wiring
- Visual inspection of internal sub-assembly and major components
- Check of mechanical connections
- Check fan operation
- Clean foreign material from unit interior
- Check operation of alarm circuits
- Verification of system software parameters
- Calibration of unit to manufacturers specifications
- Verify bypass/static switch
- Perform battery and inverter diagnostics
- Verify charge operation
- Perform any necessary field engineering modifications
- Return unit to normal operation with customer loads
- Check and tighten any loose battery wiring connections
- Check batteries for any visible bulging or leaking
- Check and document battery date codes

2.2 Sites

SITE #	SITE IDS	SITE NAME	ADDRESS	QTY/MODEL UPS
2201	SZ07967	LYNDON - MASTER	13331 LYNDON AVE DETROIT, MI 48227	2 / 9315-160/100 9315-80/65
2202	SZ076970101	PALMER PARK-REMOTE	900 MERRILL PLAISANCE ST DETROIT, MI 48203	1 / FE10KVA
2203	SZ076970102	JAYNE FIELD-REMOTE	4128 LUCE DETROIT, MI 48212	1 / FE7.0KVA
2206	SZ079670103	DENBY-REMOTE	12850 KELLY DETROIT, MI 48224	1 / FE4.3KVA
2207	SZ079670104	BELLE ISLE-REMOTE	END PLEASURE DR DETROIT, MI 48207	1 / FE7.0KVA
2209	SZ079670105	PENOBSCOT-REMOTE	1356 GRISWOLD ST AT FORT ST DETROIT, MI 48226	1 / FE4.3KVA
2301	SZ07967D15	THIRD AVE-DISPATCH	1340 THIRD AVE DETROIT, MI 48226	1 / FE10KVA
2302	SZ079670106	WARREN/LAWTON AVE-REMOTE	2775 W WARREN AVE DETROIT, MI 48208	1 / FE4.3KVA
2303	SZ079670107	LIVERNOIS-REMOTE	2111 LIVERNOIS DETROIT, MI 48209	1 / FE4.3KVA
2304	SZ07967D16	WEST JEFFERSON-DISPATCH	9300 W JEFFERSON DETROIT, MI 48209	1 / FE7.0KVA
2305	SZ079670108	KENEMY-REMOTE	2260 S FORT DETROIT, MI 48217	1 / FE4.3KVA
2306	SZ079670109	WEST SIDE/IRIS-REMOTE	9999 IRIS ST DETROIT, MI 48227	1 / FE7.0KVA
2307	SZ079670110	8th/TRINITY-REMOTE	21400 GRAND RIVER DETROIT, MI 48219	1 / FE4.3KVA

3. HVAC

HVAC systems will receive quarterly preventative maintenance checks every year during normal business hours. The oil filters, air filters, and drive belts used for these services is included.

3.1 Preventive Maintenance

Quarterly:

- Replace air filters
- Verify economizer operation and filter condition
- Check cooling operation, including controls, contactors and relays
- Tighten and clean electrical connections as needed
- Check compressor oil level, suction pressure reading and temperature
- Replenish oil as needed
- Check heat pressure reading and liquid line temperature
- Check oil pressure reading and oil safety device
- Check pressure controls and starter/contactors
- Check motor amps and volts
- Check capacity control and crankcase heaters
- Check for signs of leaks
- Check refrigerant charge
- Replenish refrigerant as needed
- Check moisture indicator
- Check valve operation and heat exchanger
- Check burner condition
- Check inducer fan/combination blower
- Check ignition sequence
- Check fan limit operation
- Check flame characteristics
- Lubricate motor bearings and fan and pump bearings
- Check sheaves and pulleys
- Check condensate pan and drain
- Inspect coil condition
- Check solenoid valves and damper motors
- Check thermostats
- Check critical alarms/safeties and relays

Annually:

- Power wash condenser coils
- Replace drive belts

* Standard Business Day

3.2 Sites

SITE #	SITE IDs	SITE NAME	ADDRESS	QTY HVAC
2201	SZ07967	LYNDON-MASTER	13331 LYNDON AVE DETROIT, MI 48227	2
2202	SZ0976970101	PALMER PARK-REMOTE	900 MERRILL PLAISANCE ST DETROIT, MI 48203	4
2203	SZ0976970102	JAYNE FIELD-REMOTE	4128 LUCE DETROIT, MI 48212	4
2206	SZ0976970103	DENBY-REMOTE	12850 KELLY DETROIT, MI 48224	4
2207	SZ0976970104	BELLE ISLE-REMOTE	END PLEASURE DR DETROIT, MI 48207	4
2302	SZ0976970106	WARREN/LAWTON AVE-REMOTE	2775 W WARREN AVE DETROIT, MI 48208	4
2303	SZ0976970107	LIVERNOIS-REMOTE	2111 LIVERNOIS DETROIT, MI 48209	4
2305	SZ0976970108	KENEMY-REMOTE	2260 S FORT DETROIT, MI 48217	4
2306	SZ0976970109	WEST SIDE/IRIS-REMOTE	9999 IRIS ST DETROIT, MI 48227	4
2307	SZ0976970110	8th/TRINITY-REMOTE	21400 GRAND RIVER DETROIT, MI 48219	4

4. Towers

Towers will receive annual inspections during normal business using the Tower Preventive Maintenance Report.

4.1 Inspection/Preventive Maintenance

Members

- Inspect bent, loose, missing members and bolts
- Check that safety-climbing cable is present and secure
- Check that climbing device is secure and free of corrosion
- Check ladder/step bolts
- Inspect and replace any missing bolts

Finish

- Inspect paint and/or galvanizing condition
- Check paint and finish for rust or corrosion
- Observe FAA color marking conditions
- Remove any water collections in members (to be remedied, e.g., unplug drain holes, etc.)

Lighting

- Check conduit, junction boxes, and fasteners are weather tight and secure
- Check light controller reporting alarms
- Confirm drain holes and vents are clean and open
- Confirm all beacons or globes are in good condition
- Inspect wiring condition
- Check that photocell is operational and free of dirt
- Check that Flasher is operating properly
- Change all tower light bulbs

Grounding

- Check tower grounding connections; observe and remedy corrosion
- Confirm antenna grounds at the top/base of tower are secure
- Confirm connection at lightning rod is secure and free of corrosion
- Check lightning rod

Tower Base

- Observe nearby ground settlements for movements, erosion
- Check site condition (water shedding slopes, drainage, etc.)
- Check base grouting
- Inspect concrete foundation for cracking, spalling, or splitting
- Check chipped or broken concrete
- Inspect concrete low spots that may collect moisture
- Check anchor-bolt corrosion
- Check weep holes are free from obstructions

Tower Assembly

- Check Wave-guide Bridge and hangers are in good serviceable condition
- Check ice shields for rust

4.1 Inspection/Preventive Maintenance

Antennas

Check that antennas and lines are sealed and weatherproofed properly
 Check for damaged or missing components
 Check for corrosion of antennas or associated hardware
 Check side struts on Parabolic antennas are secure
 Check antenna jumpers are in good serviceable condition

Guy Supported Towers

Check guy pull offs
 Check guy wires and members
 Guy wire tension tested
 Visual inspection of guy ends/attachments for corrosion
 Check service sleeves are in place (if necessary)

4.2 Sites

SITE #	SITE IDs	SITE NAME	ADDRESS	TOWER HT (ft)
2201	SZ07967	LYNDON - MASTER	13331 LYNDON AVE DETROIT, MI 48227	150
2202	SZ076970101	PALMER PARK-REMOTE	900 MERRILL PLAISANCE ST DETROIT, MI 48203	250
2203	SZ076970102	JAYNE FIELD-REMOTE	4128 LUCE DETROIT, MI 48212	250
2206	SZ079670103	DENBY-REMOTE	12850 KELLY DETROIT, MI 48224	220
2207	SZ079670104	BELLE ISLE-REMOTE	END PLEASURE DR DETROIT, MI 48207	240
2302	SZ079670106	WARREN/LAWTON AVE-REMOTE	2775 W WARREN AVE DETROIT, MI 48208	180
2303	SZ079670107	LIVERNOIS-REMOTE	2111 LIVERNOIS DETROIT, MI 48209	220
2305	SZ079670108	KENEMY-REMOTE	2260 S FORT DETROIT, MI 48217	140
2306	SZ079670109	WEST SIDE/IRIS-REMOTE	9999 IRIS ST DETROIT, MI 48227	240
2307	SZ079670110	8th/TRINITY-REMOTE	21400 GRAND RIVER DETROIT, MI 48219	290

5. Perimeter Security

Cameras, fence sensors, motion sensors, and related microwave will receive routine maintenance during normal business hours and as follows.

Cameras

Wipe the dome every month, if needed, to ensure the camera captures clear video images.

Fence Sensors

Every six months check all INTREPID enclosures for physical damage, cracks and ingress of insect. Wax the enclosures with Turtle Wax®. Clear the drain holes of any debris.

Every six months check the dielectric grease on the keyways of the MicroPoint cable. If no dielectric grease is visible, reapply the dielectric grease.

Every six months check the MicroPoint cable for cuts, abrasions, or any physical damage. Make sure all cables are secured at every nine inches.

Once a month retrieve the alarm buffer from each PM. Evaluate the data and make appropriate changes, if necessary. After the data has been evaluated, clear the alarm buffer.

Motion Sensors

Visually inspect the front face for accumulation of dirt or debris at least twice a year. If dirty, clean with mild soap and water.

Visually inspect for physical damage, ingress of water and insects at least twice a year or whenever the unit is opened. Make sure the seal is in good shape.

If standby batteries are used they should be functionally tested every three months.

A site inspection should be done at least twice a year to verify that there have been no changes in the surveillance area.

Microwave Link and Transceiver

Wax the radomes every three to six months. (At maximum security installations, where detection of prone crawling targets is required, wax once a month.)

Keep the isolation area clean and free of tall grass, weeds, debris, and obstructions.

A site inspection should be performed every six months. The inspection should include:

- Checking for physical damage (cracks, leaks, corrosion, etc.).
- Checking for isolation zone changes (washouts, materials placement, vegetation growth, loose fence fabric, etc.).

Statement of Work

SP-Microwave

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer.. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

2.0 Motorola has the following responsibilities:

2.1. Continuously receive service requests.

2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:

2.2.1. Characterize the issue.

2.2.2. Determine a plan of action.

2.2.3. Assign and track the Case to resolution.

2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.

2.4. Ensure the required personnel have access to Customer information as needed.

2.5. Servicer will perform the following on-site:

2.5.1. Run diagnostics on the Microwave radio equipment.

2.5.2. Replace defective Microwave radio equipment or FRU, as applicable. Customer, Servicer or Motorola may provide Microwave radio equipment or FRU.

2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.

2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.

2.7. Escalate the Case to the appropriate party upon expiration of a Response time.

2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.

2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:

2.9.1. Open and closed; or

2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.

2.10. Provide Case activity reports to Customer.

2.11. Maintain and store in an easily accessible location any and all Software needed to Restore the System.

2.12. Maintain and store in an easily accessible location proper System backups.

3.0 Customer has the following responsibilities:

3.1. Contact Motorola, as necessary, to request service continuously.

3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.

3.2.1. Case notification preferences and procedure.

3.2.2. Repair Verification preference and procedure.

3.2.3. Database and escalation procedure forms.

3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

3.3. Provide the following information when initiating a service request:

3.3.1. Assigned System ID number.

- 3.3.2. Problem description and site location.
- 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicers access to Equipment.
- 3.5. Supply Microwave radio equipment or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. RESERVED
- 3.7. RESERVED
- 3.8. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.9. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Statement of Work

Performance Management Reports Service

1.0 Description of Services

Using statistical information generated by the customer's own network, Motorola Performance Management Reports collect raw system data including (but not limited to) zone, site, and radio usage. The data is then summarized and carefully analyzed to spot trends, such as consistent busies, to help customers make informed operational decisions based on system performance.

Motorola works closely with the customer to understand the specific issues that are most important to the customer and how best to use their network data. Motorola then configures the service to summarize and produce specific reports that identify issues such as current level of system utilization; excessive site busies; call traffic patterns; talk group profiles; abnormal operating parameters, and much more. Actual network data that has been compiled from hundreds of Motorola systems similar to the customer's is used to create a benchmark for comparison and system optimization.

The Performance Management Reports Service is only available for ASTRO® Release 4.1, and ASTRO® 25 systems.

The Customer must have active Network Monitoring Service to receive the Performance Management Reports Service.

2.0 Motorola responsibilities:

- 2.1 Collect and securely store Customer System performance data via existing Connectivity in place for Motorola's Network Monitoring Service.
- 2.2 Generate the reports listed in Appendix A.
- 2.3 Deliver Performance Management Reports to the Customer on a monthly basis.
- 2.4 The Performance Management Reports will be delivered by a Motorola System Manager, a Motorola Customer Support Manager, or other designated Motorola representative.
- 2.5 Motorola is not responsible for any lost performance data that occurs through System or Connectivity failures. Motorola will generate reports with the valid data that is collected and note any lost data intervals on the impacted reports.

3.0 Customer responsibilities:

- 3.1 Allow continuous Connectivity to the Customer System to enable Motorola to perform Network Monitoring.
- 3.2 Allow continuous access to the Customer System to retrieve performance data.
- 3.3 Failure to provide continuous Connectivity may prevent Motorola from providing the Performance Management Reports service as described in the Motorola responsibilities section.

Appendix A

Report Description
Basic Reports
Exception Reports
Hourly Talkgroup Usage for the Zone Radio
User Busies by Agency for the Zone Radio
User Busies for the Zone
Radio User Call Profile by Agency for the System
Radio User Call Profile by Agency for the Zone
Radio User Call Profile for the System
Radio User Call Profile for the Zone
Radio User Usage by Agency for the System
Radio User Usage by Agency for the Zone
Radio User Usage for the System
Radio User Usage for the Zone Site and Zone Busies
System Call Usage System Utilization by Site
System Utilization by Site – Data
Talkgroup Busies by Agency for the Zone
Talkgroup Busies for the Zone
Talkgroup Call Profile by Agency for the System
Talkgroup Call Profile by Agency for the Zone
Talkgroup Call Profile for the System
Talkgroup Call Profile for the Zone
Talkgroup Usage by Agency for the System
Talkgroup Usage by Agency for the Zone
Talkgroup Usage by Site
Talkgroup Usage for the System
Talkgroup Usage for the Zone
Zone Call Usage
Zone Call Usage Composite Comparison



Statement of Work

Network Monitoring and Customer Technician Dispatch

Motorola will provide Network Monitoring and Customer Technician Dispatch Service to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications Systems.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support or opening a Case for dispatch of a Customer's technician.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Customer Technician until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO, ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements.. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1.
- 2.7. Create a Case, as necessary. Gather information to perform the following:
 - 2.7.1. Characterize the issue
 - 2.7.2. Determine a plan of action
 - 2.7.3. Assign and track the Case to resolution.
- 2.8. Contact technician or other representative designated by Customer as the dispatch contact (Customer Contact) and provide necessary Case information collected in 2.7.
 - 2.8.1. If Customer contact does not respond to Motorola as required by the Customer Support Plan provided by Customer pursuant to section 3.5 below, Motorola will continue to attempt to reach Customer contact every 10 minutes until contact has been attempted for each name set forth in the pre-defined escalation contact table provided by Customer pursuant to section 3.5.2.
 - 2.8.2. Upon attempting each name on the pre-defined escalation contact table, Motorola will either send an email or leave a voice mail message with the Customer contact notifying Customer contact of the Case. Thereafter, Motorola will defer the Case to the next Standard Business Day.
 - 2.8.3. On the next Standard Business Day, Motorola will attempt to reach the Customer contact again as set forth in section 2.8.1. If all contacts on the Customer escalation table provided pursuant to 3.5.2 have been attempted, without receiving any Customer response, Motorola will close the Case. Motorola will



- not be responsible for any damages of any kind arising out of or relating to the inability of Motorola to reach the Customer Contact or others on the Customer escalation table.
- 2.9. Escalate the Case per the escalation contact table provided by Customer pursuant to 3.5.2 if Customer's technician does not report site arrival, Response or Restoration within Customer requested Response times as set forth the Customer Support Plan.
 - 2.10. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference in the Customer Support Plan. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Customer technician will be released.
 - 2.11. Close the Case upon receiving notification from Customer indicating the Case is resolved.
 - 2.12. Notify Customer of Case Status, as described in the Customer Support Plan at the following Case levels:
 - 2.12.1. Open and closed; or
 - 2.12.2. Open, assigned to Customer technician, arrival of Customer technician on site, deferred or delayed, closed.
 - 2.13. Provide, when requested by Customer, the following reports, as applicable:
 - 2.13.1. Case activity reports to Customer.
 - 2.13.2. Network Monitoring Service reports for Customer System(s)
 - 2.13.3. Network Activity/Availability Reports for ASTRO 25, SmartZone/ OmniLink, and Private Data Systems only.
 - 2.14. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 3.0 Customer Responsibilities:
- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
 - 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
 - 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
 - 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan, including, but not limited to:
 - 3.5.1. Case notification preferences and procedure
 - 3.5.2. Escalation contact table
 - 3.5.3. Severity Level definitions
 - 3.5.4. Site arrival preference and procedure
 - 3.5.5. Repair Verification preference and procedure
 - 3.5.6. Response and Restoration time commitments
 - 3.5.7. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 3.6. Provide the following information when initiating a service request:
 - 3.6.1. Assigned System ID number
 - 3.6.2. Problem description and site location
 - 3.6.3. Other pertinent information requested by Motorola to open a Case.
 - 3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
 - 3.8. Respond to Motorola within 10 minutes of receipt of page or telephone call to accept assignment of Case. If Customer fails to contact Motorola within 10 minutes, Motorola will follow the escalation process described in section 2.8.1 above.
 - 3.9. Report Restoration to Motorola upon resolution of Case within Restoration times set forth in the Customer Support Plan.
 - 3.10. Report site arrival to Motorola within the Response and Restoration time commitments for all accepted cases if required in the Customer Support Plan.
 - 3.11. Allow Motorola access to remove Motorola owned monitoring equipment upon cancellation of service.
 - 3.12. Provide all new Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.



- 3.13. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
- 3.14. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

ASTRO 25 6.0 - 6.2	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
SmartZone 4.1	<p>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</p> <p>MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)</p>
ARC 4000	<p>Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches</p>
Astro LE	<p>Site Controllers; Environmental Alarms; Channel Banks</p>
SMARTNET Monitored by MOSCAD SiteSentry	<p>Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.</p>
Private Data	<p>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</p>
Harmony (HWCS)	<p>MSO, EBTS</p>
MOTObridge	<p>SIP, OMC, Gateway Units</p>

SP – Statement of Work

Dedicated Technician

1.0 Description of Services

Motorola will provide a Dedicated Technician to perform maintenance services in support of the Customer communication system. The Dedicated Technician will have experience in the Telecommunications/Land Mobile Radio industry to include application, maintenance, and general management knowledge of multi-site communications systems. The Dedicated Technician will possess computer skills in applicable databases and radio programming software.

The Dedicated Technician will further enhance the technical services currently proposed under the Customer's Motorola service agreement and assist with maximizing system availability to allow the Customer to provide its radio users with the highest quality and most reliable communications possible. The Dedicated Technician, working with Motorola management and the Motorola Service Provider, will serve as a liaison in support of the Customer and additional support services needed to keep the system at peak performance along with planning for future system needs.

2.0 Motorola Responsibilities

The following list details the duties and responsibilities associated with the activities to be performed by the Dedicated Technician in support of the Customer's system.

- 2.1. Assist with coordinating service activities and compliance of system services provided under contract.
- 2.2 Augment the Motorola Service Provider in the performance of tasks defined in the applicable Maintenance Statements of Work (SOW) contained in the maintenance contract.
- 2.3 Document action items pertaining to the maintenance and management of the system.
- 2.4 Determine the appropriate course of action when a system anomaly or problem that affects the normal operation of the system is reported or detected.
- 2.5 Possess an integral knowledge of the Customer system.
- 2.6 Perform and oversee site maintenance and cleaning requirements.
- 2.7 Perform and oversee Infrastructure preventive maintenance activities.
- 2.8 Perform Infrastructure emergency repair efforts and follow escalation procedures.
- 2.9 Ensure accurate records of maintenance and service history statistics are maintained.
- 2.10 Review service information and quality reports generated by the system database.

- 2.11 Consult with Motorola management and the Customer in the development and implementation of Standard Operating Procedures which covers the policies and procedures associated with the utilization of the system.
 - 2.12 Attend regular meetings with Motorola management, the Customer, and/or User Groups to review system and service support performance and address technology and/or operations issues that arise.
 - 2.13 Notify appropriate personnel for complex system issues.
 - 2.14 Provide system activity, performance, and quality reports from the system service databases as applicable.
 - 2.15 Perform tasks related to and in support of the implementation of all system upgrades performed by Motorola.
 - 2.16 Participate in system testing, verifying procedures and documenting results.
 - 2.17 Evaluate the current state of operations, equipment capabilities, system usage, and changes under consideration.
 - 2.18 Facilitate the adoption of revised support service processes.
 - 2.19 Coordinate as needed and oversee 3rd party vendor activities for Site Preventive Maintenance Services covered under the maintenance contract.
 - 2.20 The Dedicated Technician will report to the System Manager or Motorola Management representative.
 - 2.21 The Dedicated Technician will attend training as necessary to remain current in their profession or attain skills and/or certifications required to maintain the system specific technology.
- 3.0 Customer Responsibilities
- 3.1 The Customer will provide the Dedicated Technician access to equipment sites to be supported seven days per week, 24 hours per day, including holidays.
 - 3.2 If necessary, Customer personnel shall provide additional information (not explicitly identified within this SOW) to assist the Dedicated Technician in the performance of assigned tasks.
 - 3.3 Periodically, over the term of this SOW, the Customer shall inform the Dedicated Technician of any changes to the database information (e.g., system information, type of equipment, model and serial numbers).

SP – Statement of Work

Backup System Testing

1.0 Description of Services

Motorola will test the operation of the Customer backup system. Motorola will also assist in coordinating and conducting this test once during each service agreement renewal period.

2.0 Motorola Responsibilities

The following list details the duties and responsibilities associated with the activities to be performed in order to properly test the Customer's backup system.

- 2.1. Validate the site works locally (on dummy loads) by performing the following steps:
 - 2.1.1. Ensure the Intelli-repeater (IR) Quantars and IR network are functioning properly.
 - 2.1.2. Set up a talkgroup to function only on Site 26 (this step should be performed in advance).
 - 2.1.3. Disconnect the T1s from site routers thereby making the simulcast site "dark"
 - 2.1.4. Enable Site 26 in Zone 2 (Z2).
 - 2.1.5. **LOCALLY** check performance of the site on dummy loads by verifying traffic is being carried on all channels.
 - 2.1.6. Proceed to the next validation.
- 2.2. Validate the antenna network (RF Relay switch) functions as designed by performing the following steps:
 - 2.2.1. Enable RF relay by turning the switch to the on position.
 - 2.2.2. Turn Site 1 in Zone 7 OFF.
 - 2.2.3. Go to a normal talkgroup and conduct a voice on the street or normal voice test.
- 2.3. Disable backup site and recover the simulcast site by performing the following steps:
 - 2.3.1. Turn Site 1 in Zone 7 back ON.
 - 2.3.2. Flip RF switch so the simulcast site is back on the antenna system and the IR site is back on dummy loads.
 - 2.3.3. Re-connect T1s to simulcast site routers.
 - 2.3.4. Validate with the Network Control Center (NCC) the simulcast site is

back online and no alarms are present.
2.3.5. Request the NCC disables Site 26.

3.0 Customer Responsibilities

- 3.1 The Customer will ensure proper access to the site.
- 3.2 If necessary, Customer personnel shall provide additional information (not explicitly identified within this SOW) to assist with the performance of steps required to test the backup system.
- 3.3 The Customer will assist with coordinating the appropriate time to test the backup system.

SP – Statement of Work

P25 Radio Subscriber Replacements & Dispatch Consoles

This includes:

- (1415) APX6000 Model 2.5 Portable Radios & Accessories
- (25) MCC7500 IP Dispatch Consoles & IP Logger
- Real Time Intelligence Consoles (RIC) for the newly formed Real Time Crime Center
- Intelligent Data Portal (IDP) Solution

The Statement of Work is set forth below.

The RIC and IDP are offered to Detroit at no charge for a subscriber radio & dispatch console order as listed in Exhibit B by December 19, 2014, and shipped to Detroit by December 29, 2014.

CITY OF DETROIT

DECEMBER 2, 2014

SUBSCRIBER RADIOS AND DISPATCH CONSOLES

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SECTION 1

STATEMENT OF WORK

1.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Detroit Public Safety Headquarters. The tasks described herein will be performed by Motorola, its subcontractors, and Detroit Public Safety Headquarters 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 Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. 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.

Motorola proposes twenty-five MCC 7500 consoles, to be installed at the Detroit Public Safety Headquarters building. Included with the consoles is a 120 simultaneous call, IP logging recorder. Each console operating position will be equipped with a 19" black, non-touch, LCD screen, two desktop speakers, two headset jacks, one gooseneck microphone, one dual pedal footswitch and one optical wheel mouse.

1.2 Assumptions

Motorola has based the system design on information provided by Detroit Public Safety Headquarters and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Detroit Public Safety Headquarters, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- No control stations have been provided in this offering.
- No site development has been provided in this offering
- No portable programming has been provided in this offering.
- No site acquisition and zoning services have been offered as part of this work scope.
- No MCC 7500 console training has been quoted.
- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the Detroit Public Safety Headquarters system

experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

1.3 Contract

1.3.1 Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

1.3.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

1.3.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR 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 Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

1.4 Contract Design Review

1.4.1 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various 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 Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for the field.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.
- Finalize site acquisition and development plan.
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness.
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- Assist the Customer with frequency planning services, frequency search services, interference analysis, public notifications, coordination, and frequency recommendations for the radio system. NOTE: If the necessary number of channels for the RF or traffic plan cannot be licensed by the Customer, Motorola will work with the Customer to redesign the system. Should system redesign be required, the contract documents will be updated accordingly.
- Work with the Customer to identify radio interference between the new communication system and other existing radio systems.

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 Customer and documented through the change order process.

Customer Responsibilities:

- The Customer'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 Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

1.4.2 Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

1.5 Site Acquisition and Zoning**1.5.1 Site Acquisition****Motorola Responsibilities:**

- None offered

Customer Responsibilities:

- Site acquisition

Completion Criteria:

- Site acquisition completed and approved by the Customer.

1.5.2 Site Zoning**Motorola Responsibilities:**

- None offered

Customer Responsibilities:

- Site zoning

Completion Criteria:

- Site zoning completed and approved by the Customer.

1.5.3 Site Acquisition and Zoning Complete

- Site acquisition and zoning completed and approved by the Customer.

1.6 Order Processing

1.6.1 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 Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer 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.

Customer Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

7.7 Manufacturing

1.7.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

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

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field.

1.7.2 Manufacture Motorola Subscribers

Motorola Responsibilities:

- Manufacture the subscribers necessary for the system, based on equipment order and project schedule.

Customer Responsibilities:

- None.

Completion Criteria:

- Subscribers (portable radios) shipped to the field.

1.7.3 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

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

Customer Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.

1.7.4 Ship Equipment to Field

Motorola Responsibilities:

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

Customer Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

1.7.5 Develop Templates

Motorola Responsibilities:

- Motorola will provide the MPSCS contact information to Detroit Public Safety for the purposes of creating the Customer console templates.
- Program with MPSCS provided templates. These templates will have been tested by the Detroit Public Safety personnel before delivery to Motorola

Customer Responsibilities:

- Work with the MPSCS to create a plan and console template creation.
- Detroit Public Safety user groups create templates in a spreadsheet format.
- Forward electronic copies of the spreadsheets to the DPSHQ members for their review and comment.
- Approve templates.
- Provide approved templates to Motorola for console programming
- Pay the MPSCS for any user fees associated with radio activation / templates

Completion Criteria:

- Templates completed and approved by the Customer.

1.8 Civil Work for the Customer-Provided Facilities

Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- Provide heat load for each equipment rack to be installed in the Customer-provided facilities.

Customer Responsibilities:

- If applicable and based on local jurisdictional authority, the Customer will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- 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.
- Design and construct facilities for housing communications equipment such as shelters, towers, generators, fuel tanks, fenced compounds, etc.
- 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 AC power to the demarcation point(s) indicated in the documentation, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- 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). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Bring grounding system up to Motorola's R56 standards and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.
- 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).
- Arrange for space on the tower for installation of new antennas at the proposed heights.
- Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads. Should the structural analysis report identify any deficiencies in the support structure, it will be the responsibility of Detroit Public Safety to pay for any required tower remediation.
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.

- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all customer deliverables in accordance within the approved project schedule.
- Provide a minimum of two (2) UPS and two (2) non-UPS 120vac circuits to each operator position
- Provide a ground bar (sub-system ground bar-SSGB) under the dispatch floor in proximity to the center of the Dispatch consoles. Ground this bar to another ground bar (Master ground Bar-MGB) located in the equipment room (discussed later) with a minimum of a #2 green ground conductor.
- Provide a #2 green covered ground conductor from each console position and attach them to the SSGB
- Ground all substantial metals of the console furniture and all dispatch equipment with a #6 green covered conductor and attach the #6 conductors to the #2.

NOTE: These ground conductors can be run in the cable tray/through/duct, etc., but must always maintain a minimum of two inches separation from any other cables (low voltage/data/T1, etc.). Motorola usually attaches these grounds to the outside of a cable tray with standoffs)

- In the radio equipment room, because there will be antenna transmission lines entering the room, a complete equipment room grounding scheme needs to be installed. The particulars are defined in Motorola's R56 Standards. However, the highlights of the standard are that there needs to be a #2 bare ground conductor installed on all four (4) walls, six (6) inches below the ceiling and two inches off the wall on standoffs (Interior Perimeter Ground Bus-IPGB). The conductor attaches to the MGB and has a four (4) inch separation opposite the MGB. All ancillary equipment needs to bond to this IPGB with #6 green ground conductors (electrical panels, door and door frames, UPS, etc.).

NOTE: No radio equipment or any equipment that ties to the Consoles can bond to the IPGB

- A new wall entry port needs to be installed on the exterior equipment room wall next to where the antenna mast will be attached to the exterior of the wall. This entry port will be used for the control station transmission lines from the antennas to the equipment.
- A new Master Ground Bar (MGB) needs to be installed directly under the cable entry port on standoffs. The MGB needs to ground to the building's ground system (steel or water main).
- An overhead 18" cable tray (min 9' high off the floor) needs to be installed from the cable entry port to over the equipment rack(s). This tray needs to be bonded to the MGB with a #6 green ground conductor and all individual sections need to be bonded together with a #6 green ground conductor jumper
- A # 2 green ground conductor needs to be installed in the cable tray or outside the tray on stand-offs and attached to the MGB. Any new rack of equipment will come with a #2 and this conductor will eventually attach to the #2 in the cable tray.

NOTE: The equipment racks can only bond to this conductor and cannot bond to the IPGB

- Any ground conductors from any surge suppression that's located on any punch block must attach to the MGB and not to the IPGB
- At the antenna location, the mast needs to be grounded. A #2 tinned bare ground wire needs to attach to the mast and then attach to a building ground system (steel, water, lightning protection sys., etc.).

NOTE: this ground cannot bond to the MGB. Any lightning dissipation needs to go directly to the building ground system and not enter the equipment room

- The new equipment needs to be fed from UPS circuits and each piece of critical equipment requires a minimum 15amp circuit. Depending on the final configuration of the Motorola

equipment rack, either the individual circuits will be hard-wired into the top of the rack or four-gang outlets will need to be installed on the cable tray above the rack (box would need to be isolated from the tray)

Completion Criteria:

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

1.8.1 Site Development Complete

- All site development completed, and approved by the Customer.

1.8.2 Site Development Acceptance (Milestone)

- All site developments completed and accepted by the Customer.

1.9 System Installation

1.9.1 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 R-56 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.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will not remove existing equipment.
- Will not relocate existing equipment to a location designated by the Customer.
- Will not dispose of existing equipment.

Customer Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

1.9.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the Customer.

1.9.3 Console Installation

Motorola Responsibilities:

- Install the console in the space provided by the Customer.
- Connect the Customer-supplied, previously-identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Terminate the audio outputs for the logged talk groups onto a punch block, and then terminate these outputs into the logging recorder.
- Install a dedicated Local Area Network (LAN) at each dispatch center to connect the proposed console positions.
- Connect the appropriate equipment to the Customer-supplied ground system in accordance with Motorola's R56 Site Installation standards.
- Perform the console programming, based on the console templates designed during the template creation process.
- For consoles not located at the master site, additional network link resources will be required, as identified in the network diagram provided by Motorola.

Customer Responsibilities:

- Provide demarcation point located within 25 feet of the console interface.

Completion Criteria:

- Console installation is complete.

1.9.4 Console Installation Complete

- Console installation completed and accepted by the Customer.

1.9.5 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the Customer.

1.10 System Optimization

1.10.1 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.

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

Customer 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.

1.10.2 Link Verification

Motorola Responsibilities:

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

It should be noted that 900 MHz, 2.4 GHz, and 5.2/5.4/5.8 GHz bands are unlicensed. Therefore, Motorola has no control over signal emissions in these bands that may interfere with the desired signals. Although link surveys will identify possible existing interference sources, there is no guarantee that interference will not emerge after the survey. Motorola can assist the CUSTOMER in assessing interference issues if they occur, however, the cost for the services and any additional equipment necessary to resolve the interference problem are beyond the scope of the generic link survey and installation.

Customer Responsibilities:

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria:

- Link verification successfully completed.

1.10.3 Optimization Complete

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

1.11 Training

1.11.1 Perform Training

Motorola Responsibilities:

- Training is not included.

Customer Responsibilities:

- None

Completion Criteria:

- N/A.

1.11.2 Training Complete

- Training classes not required.

1.12 Audit and Acceptance Testing

1.12.1 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).

Customer Responsibilities:

- Provide access/escort to the sites.
- Witness tests.

Completion Criteria:

- All R56 audits completed successfully.

1.12.2 Perform Equipment Testing

Motorola Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing.

1.12.3 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 Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

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

1.12.4 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.

1.13 Finalize

1.13.1 Cutover

Motorola Responsibilities:

- Motorola and the Customer develop a mutually agreed upon cutover plan, based upon discussions held during the CDR.
- 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.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria:

- Successful migration from the old system to the new system.

1.13.2 Resolve Punchlist

Motorola Responsibilities:

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

Customer 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 Detroit Public Safety project manager.

1.13.3 Transition to Service/Project Transition Certificate

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.

Customer Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.
- Complete the attached NICE Remote Access Consent Form (on the following pages)



NICE Remote Access Approval Form

Motorola Solutions, Inc. and NICE Systems currently support deployed NICE IP loggers and replay stations in Motorola ASTRO®25 radio networks. The NICE IP Loggers, Scenario Replay or Inform replay stations are an integrated solution comprised of NICE proprietary software running on a Motorola hardware platform.

Motorola’s direct engagement of NICE Systems for support of the Loggers, Scenario Replay or Inform replay stations is essential due to the proprietary nature of the software. To efficiently and effectively manage the support of these devices, as well as future deployments, Motorola is requesting NICE Systems Support Center in Denver Colorado have remote access to these devices.

To enable NICE Systems to remotely diagnosis the NICE IP Loggers, Scenario Replay or Inform replay stations, Motorola requires network monitoring of your ASTRO®25 radio network which provides the network connection. Network monitoring is a service provided by Motorola’s System Support Center.

Motorola has evaluated the safeguards, such as personnel and IT, that NICE Systems has in place regarding their support operation in Denver Colorado for access into the ASTRO®25 radio systems as well as the steps Motorola has put in place for the VPN connection that NICE Systems will use to access the Motorola System Support Center network. It is Motorola’s judgment that NICE Systems meets or exceeds Motorola’s security criteria and as such Motorola’s recommendation is that you give your consent allowing NICE Systems to conduct remote connectivity support of the IP Loggers, Scenario Replay or Inform replay stations deployed on the ASTRO®25 radio systems.

By giving your consent NICE Systems can remotely diagnose the performance of the NICE Logging recorder, Scenario Replay or Inform replay stations providing your ASTRO®25 radio.

System Information _____

Company Name _____

System ID _____

IP Address for:

MCC 7500 IP Logging Recorder(s) _____

Archiving Interface Server (AIS) _____

Playback Workstation _____

I give consent for NICE Systems to have remote access into Motorola ASTRO®25 radio system.

Printed Name _____

Authorized Signature _____

Date _____

I do not give consent for NICE Systems to have remote access into Motorola ASTRO® radio system.

Printed Name _____

Authorized Signature _____

Date _____

Motorola field representative.

Motorolan Printed Name _____

Motorolan authorized signature _____

Date _____

Check this box if you would like the Motorola System Support Center to change the MOTOSEC password account and have NICE create a local MOTOSEC admin password when accessing the logging system.

Completion Criteria:

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

1.13.4 Finalize Documentation**Motorola Responsibilities:**

- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
 - System-Level Diagram
 - Site Block Diagrams
 - Site Floor Plans
 - Site Equipment Rack Configurations
 - ATP Test Checklists
 - Functional Acceptance Test Plan Test Sheets and Results
 - Equipment Inventory List
 - Console Programming Template

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the Customer.

1.13.5 Final Acceptance (Milestone)

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

1.14 Project Administration**1.14.1 Project Status Meetings****Motorola Responsibilities:**

- Once a month, Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR, 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 Customer or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

1.14.2 Progress Milestone Submittal

Motorola Responsibilities:

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

Customer Responsibilities:

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

Completion Criteria:

- The Customer approval of the Milestone Completion document(s).

1.14.3 Change Process

Either Party may request changes within the general scope of this Agreement. Changes shall be implemented only in accordance with Article 17, Amendments, of the Contract. Neither Party is obligated to perform requested changes unless both Parties execute an amendment.

1.14.4 Project Schedule

A preliminary project schedule will be generated once the Motorola field team completes the initial dispatch location site walk, and a complete site work scope plan has been identified.

SECTION 2

EQUIPMENT LIST

2.1 Dispatch Consoles / IP Logger

QTY	MODEL	DESCRIPTION
25	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7 64BIT
25	DDN1244	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V45)
25	B1933	MOTOROLA VOICE PROCESSOR MODULE
25	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
25	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
25	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
50	B1912	MCC SERIES DESKTOP SPEAKER
50	B1913	MCC SERIES HEADSET JACK
25	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
25	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
25	DS019BLK	19" LCD, BLACK, NON-TOUCH
25	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
25	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
25	DSPCM250006	PS/2 KEY/MOUSE EXT MINI DIN 6FT
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
25	T7885	MCAFFEE WINDOWS AV CLIENT
2	THN1012	RACK 7' OPEN
3	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
2	BLN6200	AC POWER STRIP, 6 OUTLET
2	F4543	SITE MANAGER BASIC
2	V266	ADD: 90VAC TO 260VAC PS TO SM
2	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL

QTY	MODEL	DESCRIPTION
6	V592	AAD TERM BLCK & CONN WI
2	T7038	GCP 8000 SITE CONTROLLER
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
4	SQM01SUM0205	GGM 8000 GATEWAY
4	CA01616AA	ADD: AC POWER
4	CA01618AA	ADD: CONV CHAN GATEWAY
4	6406066M02	PANEL PUNCH BLOCK
4	CLN1856	2620-24 ETHERNET SWITCH
8	CLN8490A	FRU: MINI GBIC (J4858B)
4	CKN6906A	FRU: FIBER CABLE
10	DSTSJ100BT	SPD, RJ-48 CONNECTED FOR T1/E1, 10/100BT PROTECTS/PASSES ON ALL 8 PIN
3	SQM01SUM0205	GGM 8000 GATEWAY
3	CA01616AA	ADD: AC POWER
3	CA01617AA	ADD: ENCRYPTION (7.9 OR 7.11)
3	CA01618AA	ADD: CONV CHAN GATEWAY
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1913	MCC SERIES HEADSET JACK
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA01617AA	ADD: ENCRYPTION (7.9 OR 7.11)
1	CA01618AA	ADD: CONV CHAN GATEWAY
1	CLN1856	2620-24 ETHERNET SWITCH
1	TT2669	120 SIMUL CALL MCC 7500 IP RECORDER
1	TT05783AA	ADD:120 SIMULTANEOUS CALL REDUNDANT MCC 7500 IP LOGGING RECORDER
1	TT05718AA	ADD: IP LOGGING RECORDER FOR USE ON 7.15 SYSTEMS
1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG

QTY	MODEL	DESCRIPTION
1	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7 64BIT
1	DDN8325	17" LCD DRAWER W/ KEYBOARD & MOUSE, KVM 16 PORTS, CABLES
1	DDN9748	19 INCH BLACK SHELF
1	CDN6673	CREATIVE LABS INSPIRE A60
		RADIO SUBSCRIBERS / ACCESSORIES
1140	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
1140	Q806	ADD: ASTRO DIGITAL CAI OPERATION
1140	H38	ADD: SMARTZONE OPERATION
1140	Q361	ADD: P25 9600 BAUD TRUNKING
1140	QA01749	SW KEY SUPPLEMENTAL DATA
1140	QA00583	ADD: MISSION CRITICAL WIRELESS BLUE
1140	H869	ENH: MULTIKEY
1140	QA01837	ALT: LIION IMPRES IP67 2900MAH (NNT
1140	Q887	ENH: 4 YR SFS LITE
275	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
275	Q806	ADD: ASTRO DIGITAL CAI OPERATION
275	H38	ADD: SMARTZONE OPERATION
275	Q361	ADD: P25 9600 BAUD TRUNKING
275	QA01749	SW KEY SUPPLEMENTAL DATA
275	QA00583	ADD: MISSION CRITICAL WIRELESS BLUE
275	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION
275	H869	ENH: MULTIKEY
275	QA01837	ALT: LIION IMPRES IP67 2900MAH (NNT
275	Q887	ENH: 4 YR SFS LITE
1556	PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK
1556	NNTN7038B	BATT IMP STD IP67 LIION 2900M 3100T
1415	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER
141	PMLN5709A	APX6000 UNIVERSAL CARRY HOLDER

QTY	MODEL	DESCRIPTION
1	T7913	RADIO MANAGEMENT OFFLINE
1415	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFL
1	DSZ420SUBWRKSTLO	MINI TOWER WINDOWS WORKSTATION
1	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLA

2.2 Real Time Intelligence Console / Intelligent Data Portal

QTY	MODEL / OPTION	DESCRIPTION
1	T8061	RIC SERVER SYSTEM SOFTWARE
2	T8062	RIC SERVER HARDWARE
1	T8052	RIC 100 SERVER SW
1	CA02545AA	ADD: RIC EVENT/INCIDENT/AVL SOURCE INTERFACE
1	CA02546AA	ADD: RIC MESSAGING
1	T8097	RTCC CORE CONNECTOR
1	T8099	HP SERVER SYSTEM SOFTWARE - FOUNDATION
5	T8101	TYPE A EXPANSION CONNECTOR
		T8101 - ALPR, DIGITAL STAKEOUT, GEOFEDIA, GPSGATE (AVL), AND SENSITY (VIDEO & ALARMS)
1	T8103	TYPE C EXPANSION CONNECTOR
		T8103 - TIBURON CAD
1	T7751	RTVI CAMERA SOURCES & VIEWING CLIENTS
4	CA02547	ADD: RIC EVENT MONITOR UI
5	UA00078AA	ADD: RTVI USER SOFTWARE LICENSE
4	UA00080AA	ADD: SURVEILLANCE SYSTEM CONNECT LICENSE
8	UA00081AA	ADD: SURVEILLANCE CAMERA BUNDLE (25 CAMERAS) LICENSE
10	DSGSC1SDKMOTRTVI	ONE GENETEC SDK CONNECTION FOR MOTOROLA WITH RTVI
4	T8054	RIC CONSOLE SW
4	CA02593AA	ADD:RIC INCIDENT MONITOR UI
4	DQHPZ620RICWS	RIC Z620 WORKSTATION E5-2690
12	DSHPZ27IMON	HP Z27I IPS MONITOR
1	DSFG200D	FG-200D - 18 X GE RJ45

QTY	MODEL / OPTION	DESCRIPTION
3	DSFG60D	FG-60D - 10 X GE RJ45 PORTS
3	DSAXISP7214	AXIS P7214 0417-004 VIDEO ENCODER 4-CHANNEL DUAL STREAMING
10	DSPANDUTPSP6BUY	PANDUIT UTPSP6BUY CBL ASSY MOD24-4PR STRND CAT6 IP5 6FT NONINTEG BLUE
1	B1940	MCC 7100 DVD
4	B1939	MCC 7100 IP DISPATCH POSITION MAIN MODEL
4	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
4	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
4	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
4	CA02092AA	ADD: SOFTWARE AES, DES-OFB, ADP ENCRYPT KEY FILE MGMT
4	CA02180AA	ADD: MCC 7100 SECURE OPERATION
4	DDN1391	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO
4	DDN1400	SHURE DESKTOP GOOSENECK MICROPHONE 12" NECK
4	DDN1428	XLR TO USB ADAPTER SHURE
4	DDN1429	ANGLED DESKTOP GOOSENECK BASE SHURE
4	HKVN4159A	10 CHANNEL SW LICENSE
1	HKVN4161A	PRX 7000 PROXY SW LICENSE (1-10 CONNECTIONS)
1	BVN6079	PRX 7000 PROXY APPLICATION SW DVD
1	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7
1	T7885	MCAFEE WINDOWS AV CLIENT
1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	CA02105AA	MCC7500/MCC7100 CONSOLE LIC

Section 5

LITERATURE

The following literature can be found in this section:

- MCC 7500 Dispatch Console Brochure
- MCC 7500 IP Console Spec Sheet
- MCC 7500 IP Logging Recorder



MCC 7500 IP Logging Recorder

Specification Sheet

Overview

The MCC 7500 IP Logging Recorder and Archiving Interface Server provides a mission critical IP-based digital logging solution for ASTRO® 25 trunking systems. The solution, a collaborative effort between Motorola and NICE® Systems Inc, was designed to work with the MCC 7500 Dispatch Console and is the only fully integrated and certified IP radio recording and replay solution for Motorola's ASTRO® 25 network. The seamless integration with Motorola's IP infrastructure coupled with the advanced solution application for scenario reconstruction and analysis, helps improve productivity and provides insight from citizen interactions for public safety agencies.

Integrated Digital Recording

Key to the value and strength of the Motorola MCC 7500 IP logging recorder solution is its integration and certification with the Motorola ASTRO® 25 network. The product resides on the radio system's IP network enabling the logging solution to provide more than just audio recording. Valuable data associated with each call including radio ID, Alias, and talk group is captured. In addition, tasks or events performed by the dispatcher such as emergency alarms, supergroup patches, changing tactical/normal selection on a talkgroup are presented as graphical icons in the Scenario Replay™ application.

The MCC 7500 IP logging solution is fully digital. Audio is recorded in its native vocoded format and the recorder stores it in the same form in which it was passed through the radio system. This eliminates degradation, allowing for optimal audio quality.

The addition of secure capability to the dispatch console and the archiving interface server provides true end to end encryption, providing a high degree of security for public safety customers.

Radio voice messages remain encrypted the entire time they are being transported between the dispatch console and the two-way radio.

Integration with the ASTRO 25 system also enables agency partitioning. This partitioning allows control and access over what each agency (e.g. Police, Fire, Public Works) in a communication system is able to playback.

The MCC 7500 IP logging solution provides the flexibility of centralized and/or distributed logging of conventional and trunked radio audio, associated radio call information and certain radio system events.

The MCC 7500 IP Logging Recorder solution consists of the following:

Archiving Interface Server (AIS) – The AIS is the interface between the radio system and the logging recorder solution. This allows calls on the radio system to be recorded along with call related information on the logging recorder. The AIS monitors identified resources, passes call-control information to the logging recorder, and redirects audio for those monitored channels to the logging recorder. An AIS is required for each logging recorder used in a system.

MCC 7500 IP Logging Recorder – The logging recorder server stores the captured audio and data received from the Archiving Interface Server (AIS). The system administrator specifies which talkgroups, conventional channels, etc. are recorded by the recording system. The AIS passes call control information and vocoded audio packets associated with radio calls to the recorder system for storage and retrieval.

In an IP environment, there are no longer dedicated analog outputs for each channel being recorded. Instead, the audio and call control information associated with a call is sent across the IP network to the recorder. To take maximum advantage of this architecture, the recorder is specified in terms of the number of simultaneous transmissions it can record instead of the number of channels it can record. The recorders have the same capacity as the Archiving Interface Server (AIS), and can handle up to 120 simultaneous calls. The simultaneous call capacity of a recorder includes all the trunked talkgroups and conventional channels being recorded. Recorded audio and data is written to a DATA 72 for archiving purposes.

Type of radio calls recorded includes:

- Announcement Group Calls
- Site-wide Group Calls
- Talk Group Calls
- Analog and Digital Conventional Calls via Digital Conventional Channel Gateway
- Emergency on Trunking/Digital Conventional

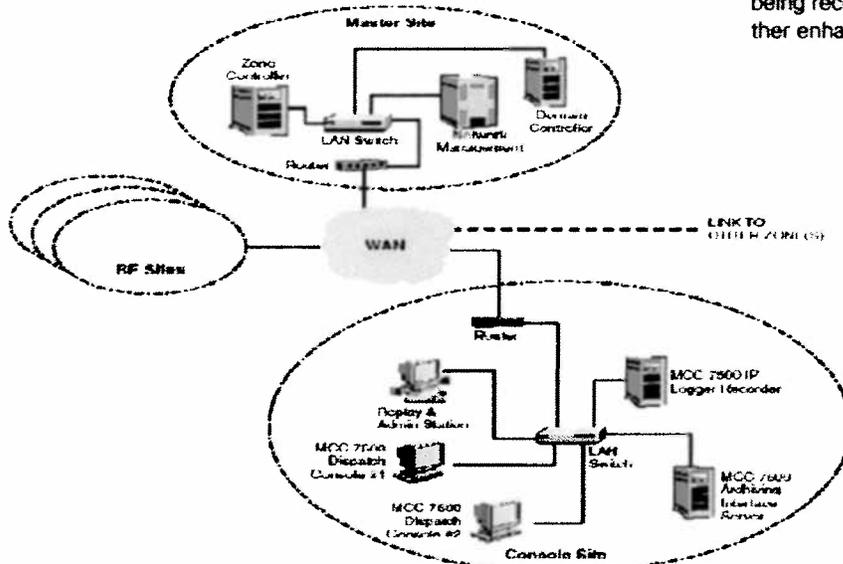
Information collected with each recorded call includes:

- Date and time stamp
- Type of call with ID and Alias (if applicable) e.g. Talkgroup name
- Unit ID of the device originating the call
- Unit ID alias of the device originating the call
- Site ID where the call originated
- Zone ID where the call originated
- Secure on non-secure call designation

Dispatcher-initiated events recorded include:

- Call Alert
- Emergency Alarm
- Emergency Acknowledge & Knockdown
- Repeat Control
- Resource Status
- Talk Group Priority Status
- Main/Alt Status
- Frequency Control

Replay Workstation – The replay workstation is comprised of a personal computer where the Scenario Relay software application resides. It is at the replay station where the recorded audio is devocoded, converted to analog, and sent to a speaker. Because the replay station supports all the vocoders used in the radio system and uses the same error mitigation techniques as the MCC 7500 dispatch console, the audio being played back has the same level of audio quality as at the MCC 7500 dispatch console. A call can be saved on a replay station either as a complete call (audio and any information associated with the call) or as a simple .wav file. A replay user account can be configured with access rights to the radio resources being recorded by the logging system which further enhances agency partitioning functionality.



Scenario Relay™ Application – Audio and events which have been recorded by the logging recorder(s) are accessed on the replay workstation via the Scenario Replay application. A state-of-the-art multiple channel search and replay tool, Scenario Replay is used across the MCC 7500 IP Logging Recorder, NiceLog®, and NiceCall® Focus III platforms providing the ability to seamlessly retrieve audio and/or data from radio and telephony communications. Scenario Replay's most powerful facility is its ability to recreate the communications around an incident, just as they happened. Presented in a graphical time view, the search results can be broken down by individual channels, talk groups, or unit ID's. Filters are the key to this simple, yet powerful, call and data retrieval. Within each filter, multiple criteria including date and time ranges, single or multiple Radio ID's or Alias', single or multiple Talk Group ID's or Alias', or even Multi-group (Patch/Multiselect) can be selected to refine searches. The system then searches the calls on the logging recorder server retrieving the appropriate call audio and data. Once retrieved, replay controls enable play, pause, stop, skip forwards or backwards, variation of replay speed, Automatic Gain Control, play markers to isolate a specific section, and a variety of other options can be used to analyze the calls and data. For a more detailed analysis or for evidential purposes, scenarios may be output to electronic files as either .wav or complete scenarios. With its intuitive GUI, powerful filtering capabilities, and file output capabilities, users get the information they need for analysis, investigation, and evidence both quickly and easily.

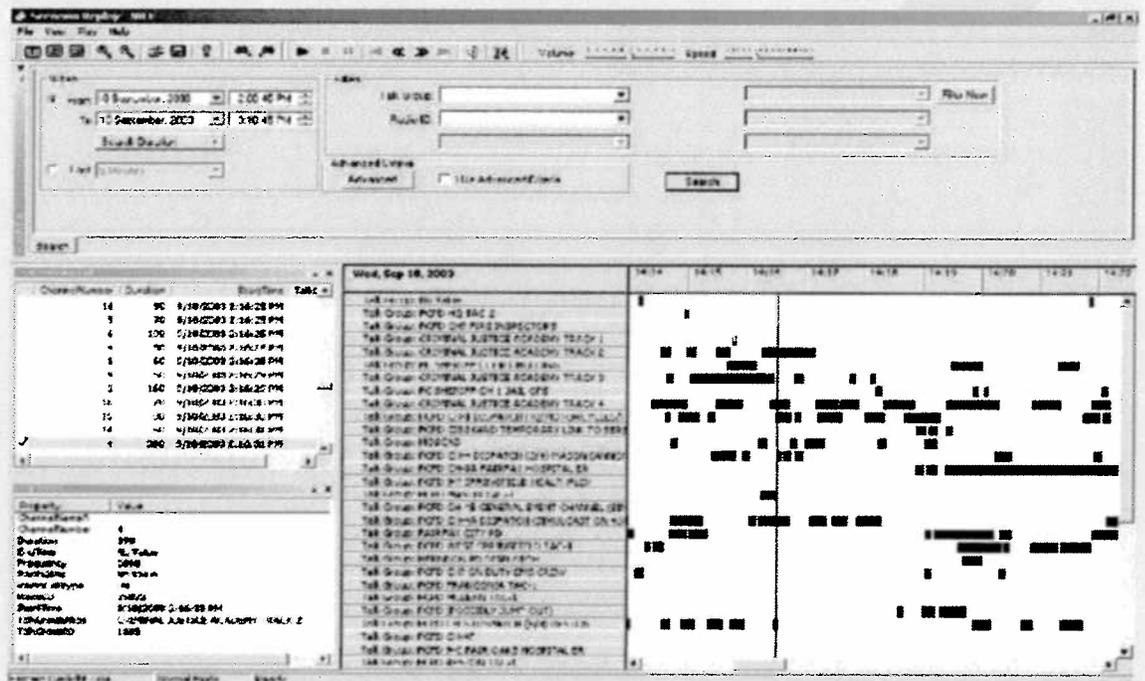
Scenario Replay Highlights:

- Information is presented using pre-configured views ordered by **Resource Alias, Individual Alias or Unit ID** (Console or Radio).
- Replay permissions are controlled by user accounts that limit the user to replaying calls on authorized resources.
- System-wide view of all calls, either list or graphical view, with call transmission information, to provide maximum flexibility.
- Multiple advanced search criteria using any database field and numerous logical operators to drastically reduce search times.

Administrator Application – The logging recorders and replay workstations used in the logging sub-system are configured and managed by a common administration application called NICE Administrator. This application allows configuration of all system resources, Users, User replay security, Loggers and CLS databases and resides on the replay workstation.

The system administrator can control the following:

- Talk groups and conventional resources recorded
- Secure and non-secure calls recorded
- Prioritizing talkgroups and conventional resources used in determining which calls to shed when capacity limits are exceeded
- Assigning access rights for replay station user accounts
- Various operational characteristics of the recorders



FACT SHEET

MCC 7500 IP LOGGING RECORDER

Specifications

The MCC 7500 IP Logging Recorder utilizes an Intel® Xeon® Processor server with three logical drives in a RAID 5 array configuration providing up to 75,000 on-line channel hours, dual DAT 72 archive drives, a DAT 160 archive drive, hot plug redundant fan, redundant power supply, and Windows™ 2003 R2 Server. It is scalable to add capacity with the purchase of additional call licenses. Two HP StorageWorks 1U Rack-Mount kit housings are used to house the DAT archiving drives.

MCC 7500 IP Logging Recorders:

TT1092 30 Simultaneous Call Audio and Event Archiving Recorder
TT1094 120 Simultaneous Call Audio and Event Archiving Recorder
TT04554 10 Simultaneous Call Capacity Increase (Up To 120 Simultaneous Call Max)

MCC 7500 IP Logging Recorder Resiliency Features & Options

Audio Archiving Devices:

HP StorageWorks DAT 72 Tape Drive (x2)

NiceCLS™ Backup Devices:

HP StorageWorks DAT 160 Tape Drive

MCC 7500 IP Logging Recorder Playback Workstations:

DDN8463 Playback Workstation (no LCD)
DDN8663 Playback Workstation w/17" LCD Display, Keyboard, and Mouse
DDN9588 Vista Playback Workstation (no LCD)
DDN9589 Vista Playback Workstation w/17" LCD Display, Keyboard, and Mouse

Note: ASTRO 25 release 7.7 or later systems support only Vista replay station

Vocoder Algorithms Supported

Different vocoder formats are used; IMBE (4.8 kb/s) in ASTRO 25 systems 7.5 or earlier and AMBE+2 in 7.6 and later, ACELP (5.1 kb/s) in Dimetra® systems and G728 (16 kb/s) for conventional calls.

Technical Specifications*

	IP Recorder HP DL360 G6	Replay Workstation HP XW4600
Height	1.70"	17.7"
Width	16.78"	6.7"
Depth	27.25"	18.0"
Weight (Typical Config)	32-39.5 lbs	33 lbs
Rated Line Voltage	100 to 240 VAC	90 to 264 VAC
Rated Input Current	4.5 Amps (@ 120 VAC)	100 to 240 VAC
Rated Input Frequency	50 to 60 Hz	50 to 60 Hz
BTU Rating	1773 BTU / hr (@120 VAC)	2,415.4 BTU/HR (Max)
Steady State Power (Power Supply)	460 W (@ 100 VAC)	460 W (continuous) Auto-ranging
Max Peak Power (Power Supply)	460 W (@ 100 VAC)	460 W (continuous) Auto-ranging
Temperature Range (Operating)	50° to 95° F	40° to 95° F
Relative Humidity (Operating)	5% to 95%	8% to 85%

*Specifications are subject to change. Go to www.motorola.com/dispatch for the most up-to-date specifications.



MOTOROLA

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CONSTANT COMMUNICATION WHEN IT MATTERS MOST

ASTRO[®] 25 MCC 7500 IP DISPATCH CONSOLE

Designed to ensure optimal-quality audio, reliable communication and ease of use for dispatchers, the MCC 7500 IP Dispatch Console operator positions connect directly to the ASTRO 25 system for communication with both trunked and conventional radios, and for all other dispatch activity.

Integration of the MCC 7500 Console positions with the ASTRO 25 system enables full participation in end-to-end voice encryption for secure communication, priority handling of emergency calls and agency partitioning. Each console is centrally configured and managed from the network manager, providing vital efficiency.

EASY TO USE, FLEXIBLE, AND CUSTOMIZABLE USER INTERFACE

Featuring the Elite Graphical User Interface (GUI), which has been refined and proven through years of use in mission critical dispatch operations, the MCC 7500 Console eases migration and minimizes user training requirements.

The intuitive and familiar GUI is based on Microsoft Windows[®] and uses easily recognized icons and aliases. The GUI's powerful customization capabilities enable the colors, sizes and locations of resources on the screens

to be tailored to best meet each individual user's needs. Designated folders organize resources for flexibility in handling responsibilities from shift to shift and increased efficiency in responding to events and incidents.

Trunked and conventional radio channels are customizable with various controls, such as patch status, frequency select, coded/clear select and individual volume control, based on user preferences. Per-channel controls can be fully or partially shown, or hidden to save space on the screen.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user(s).

Telephone resources are accessed and easily patched with radio resources within the MCC 7500 Dispatch Console's GUI, eliminating the cost of having additional telephone equipment at the dispatch position and speeding communications between systems.

The status of auxiliary inputs and outputs is conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

KEY INTEROPERABILITY FEATURES

Agency Partitioning

Multiple agencies can share a system to gain interoperability and cost savings benefits, while still maintaining control of their own channels, encryption keys, console configuration and more.

Priority for Emergencies

Transmit Priority Levels provide an orderly and consistent method for ensuring higher priority transmissions are able to take over resources from lower priority transmissions.

Optimized Patch Functionality

MCC 7500 Console users can patch communications between trunked and/or conventional radios that are normally unable to communicate with each other. Patched radio users see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically re-established if interrupted so the MCC 7500 Console user can concentrate on continuing operations.

Enhanced Secure Operation

Encryption and decryption services within each dispatch operator position enable dispatchers to fully participate in secure communications while keeping the sensitive, vital information completely encrypted between the dispatcher and the radio users.

Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay. Up to 60 calls using up to six different algorithms and multiple secure keys can be supported simultaneously.

To help reduce dispatcher stress and potential errors when managing encrypted audio situations, indicators and alerts are provided when the console mode does not match that of a received call, as well as when a patch or multi-select group is being set up between a mix of clear and secure channels.

MCC 7500 CONSOLE SOLUTION COMPONENTS

MCC 7500 Console Operator Position

MCC 7500 Console operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch is performed within each software-based operator position, without additional centralized electronics. MCC 7500 Consoles function as integrated components of the total radio system, enabling full participation in system level features such as end-to-end encryption and agency partitioning.

Operator position hardware consists of a monitor, personal computer, keyboard and mouse/trackball/ touchscreen, speakers, audio accessories and a Voice Processor Module (VPM). The VPM allows analog devices to be connected to the digital console. The low-profile VPM can be rack mounted, furniture mounted or placed on the desktop.

The MCC 7500 Console does not require separate configuration or performance management equipment. The console system is configured and managed by the radio system's configuration manager, fault manager and performance reporting applications to provide the customer with a single point for configuring and managing the entire radio system. Changes are

automatically distributed throughout the system. This centralized approach saves valuable time and effort for system administrators and technicians. Aliases for Radio PTT IDs may be managed both locally and centrally in the same system to provide agencies sharing an ASTRO 25 radio system with the flexibility to meet their alias management needs.

CONVENTIONAL GATEWAY

The Conventional Channel Gateway (CCGW) enables both analog and digital channels to interface with MCC 7500 Consoles with no need for a separate hardware network and channel banks. Conventional calls are transported between the dispatch operator positions and CCGWs on the same IP network as trunked calls.

A CCGW provides 2-wire/4-wire analog ports for analog channels, V.24 ports for older ASTRO 25 conventional channels and IP connectivity for current architecture ASTRO 25 conventional channels. Enhanced digital control of consolelets can be achieved by using a combination of analog and V.24 ports. CCGWs are available in two capacities. The standard density CCGW supports up to eight "port based" channels and up to sixteen "IP based" channels for a total of twenty four channels. The high density CCGW supports up to sixteen "port based" channels and up to sixteen "IP based" channels for a total of thirty two channels.

The 2-wire/4-wire analog ports support tone remote and ear and mouth (E&M) station control. The V.24 ports and IP connections support digital station control while a combination of analog and V.24 ports support enhanced digital control of consolelets. The CCGW also supports simple analog, MDC 1200 analog, digital-only and mixed-mode analog/digital channels.

AUXILIARY INPUT/OUTPUT SERVER

The auxiliary input/output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Since the MCC 7500 Console does not rely on centralized electronics, contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed or at any console or radio frequency (RF) site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network.

ARCHIVING INTERFACE SERVER (AIS)

The AIS is a digital logging interface, comprised of a personal computer and a voice processor module (VPM). Each AIS works with an IP-based logging recorder. Audio and call control information is sent across the IP network between the AIS and recorder. Highly configurable, the MCC 7500 Console logging solution includes:

- Recorded audio quality equivalent to audio heard at console position
- Information associated with radio calls recorded in addition to the call audio.

PRODUCT SPEC SHEET
MCC 7500 IP DISPATCH CONSOLE

- Dispatcher- and radio-initiated events on radio channels (such as changing the frequency, sending an alarm) are recorded.
- Recorder capacity based on the number of radio transmissions needed to record simultaneously, not on the number of channels it may record.
- Agency partitioning, enhancing control over which resources are recorded by what agency or department.
- Security and fault management centralized at the radio system's network manager.

CONSOLE TELEPHONY MEDIA GATEWAYS

Media gateways are used to provide dispatchers with access to analog POTS and/or T1/E1 phone lines directly from their MCC 7500 Console positions. The Session Initiation Protocol (SIP) is used to communicate with the media gateways across the console IP network. A rich set of telephony features is supported by the media gateways, enabling dispatchers to do their jobs more effectively and efficiently.

SPECIFICATIONS

System Compatibility	ASTRO® 25 System and PremierOne™ CAD Application	
Vocoder Algorithms supported	AMBE, IMBE, ACELP, G.728, G.711	
Encryption Algorithms supported	AES (256 bit), DES-OFB, DVI-XL, ADP (Advanced Digital Privacy), DES-XL, DVP-XL	
Monitor requirements		
With Mouse or Trackball	17" minimum, 20" recommended	
Touchscreen	20" minimum	
Voice Processor Module (VPM) connections	<p>Connector type</p> <p>RJ45</p> <p>DB15</p>	<p>Device</p> <p>One desktop microphone, eight desktop speakers, one local logging recorder, one radio instant recall recorder, one console telephony instant recall recorder, one external telephone set, one external paging encoder, one footswitch</p> <p>Two headset jacks connectors</p>
VPM mounting options	EIA 19" rack mount, console furniture mount, Desktop – supports monitor up to 80 lbs	
VPM audio inputs and outputs	600 Ohm, balanced and transformer coupled (except for microphone which is 2000 Ohm, balanced, and does not use a transformer)	
Speaker Mounting Options	Desktop, furniture mount, or wall mount (with bracket accessory)	
Dispatch Console Cable Lengths	<p>VPM to Speaker cable</p> <p>VPM to Headset Jack cable</p> <p>Headset Jack Extension cable</p> <p>VPM to Microphone cable</p> <p>VPM to Footswitch cable</p>	<p>10.1 feet (3.09 meters) standard</p> <p>6 feet (1.8 meters) standard</p> <p>6 feet (1.8 meters) standard</p> <p>10 feet (3.05 meters) standard</p> <p>10 feet (3.05 meters) standard</p>
Supported Console Site Link types	<p>Fractional T1/E1, Single T1/E1, Multiple T1/E1s</p> <p>Redundant and non-redundant versions IP site links</p>	
MCC 7500 Dispatch Console Capacities	<p>Up to 60 simultaneous audio sessions per operator position</p> <p>Up to 60 simultaneous encryption/decryption sessions per secure capable operator position</p> <p>Up to 3 Multi-Select groups per operator position (with up to 20 members per Multi-Select group)</p> <p>Up to 16 Patch groups per operator position (with up to 20 members per Patch group)</p> <p>Up to 160 resources per operator position</p>	
Conventional Channel Gateway	<p>Rack mountable, 1 rack unit high</p> <p>T1R1, T2R2, T4R4, T8R8, T12R12, T14R14 channels</p> <p>Simple analog, MDC 1200 analog, pure digital, mixed mode (analog/digital) channels, consolettes</p> <p>Standard density CCGWs provide interfaces for up to four analog conventional channels</p> <p>High density CCGWs provide interfaces for up to eight analog conventional channels</p> <p>Each analog conventional channel interface contains the following inputs and outputs</p> <ul style="list-style-type: none"> - 600 Ohm, balanced analog audio input - To accept radio audio from the channel. Can be configured to support AGC, DLM, or no input conditioning. - 600 Ohm, balanced analog audio output - To send console transmit audio to the channel - 600 Ohm, balanced analog audio output - To send console transmit and radio receive audio to a logging recorder - 1 Amp, 24 VDC relay output - For relay keying of the channel - Input buffer - To detect Carrier Operated Relay (COR) closure in the channel - Input buffer - To detect Line Operated Busy Light (LOBL) closure in the channel - Input buffer - To detect Coded/Clear closure on an Advanced Securenet channel <p>Standard density CCGWs provide interfaces for up to four V.24 based ASTRO 25 conventional channels</p> <p>High density CCGWs provide interfaces for up to eight V.24 based ASTRO 25 conventional channels</p> <ul style="list-style-type: none"> - V.24 to station or comparator. No Digital Interface Unit (DIU) required. <p>Standard density CCGWs can support up to 24 conventional channels simultaneously (four analog + four V.24 based ASTRO 25 conventional + sixteen IP based ASTRO 25 conventional)</p> <p>High density CCGWs can support up to 32 conventional channels simultaneously (eight analog + eight V.24 based ASTRO 25 conventional + sixteen IP based ASTRO 25 conventional)</p>	

PRODUCT SPEC SHEET
MCC 7500 IP DISPATCH CONSOLE

SPECIFICATIONS

Auxiliary Input/Output Server Hardware	A simplified, user-friendly version of the MOSCAD SDM 3000 RTU is used to support most Aux I/O needs. The output relays are capable of switching 1A @ 24VDC or 1A @ 24VAC. Input buffers are capable of sensing a dry closure through 1000 feet or less (round trip) of 24 AWG wire. The RTU provides single pole Form A relay outputs. (Double pole, Form B or Form C relays must be implemented using external relays which are controlled by the RTU relays.)
--	--

Auxiliary Input/Output Capacities	Number of Output Relays	Number of Input Buffers
Single SDM 3000 RTU	16	48
Single SDM 3000 RTU with 1 expansion chassis	32	96
Single SDM 3000 RTU with 2 expansion chassis	48	144

Auxiliary Input/Output Mounting	Each SDM 3000 RTU and each SDM 3000 RTU Expansion Chassis is rack mountable in a standard 19 inch rack and is one rack unit high.
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Console Telephony Media Gateway	The POTS version gateway supports up to eight analog POTS lines. The E1/T1 version gateway supports up to two E1 or two T1 connections. Each gateway is rack mountable in a standard 19 inch rack and is 1 rack unit high.
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SIZE AND WEIGHT

Device	Height	Width	Depth	Weight
VPM	1.75 in (44.5 mm)	16.9 in (430 mm)	12.3 in (312 mm)	3.6 lbs (1.6 kg)
Speaker	4.9 in (124 mm)	4 in (102 mm)	Without bracket: 3.5 in (89 mm) With bracket: 5.8 in (146 mm)	0.7 lbs (0.3 kg)
Headset Jack	1.6 in (41 mm)	5 in (127 mm)	6 in (152 mm)	1.2 lbs (0.5 kg)
Microphone	Gooseneck at 90°: 4.5 in (114 mm) Gooseneck at 180°: 21.8 in (552 mm)	4.8 in (121 mm)	6.6 in (168 mm)	2.4 lbs (1.1 kg)

POWER AND CONSUMPTION THERMAL

Device	Power Input	Thermal Output
VPM	0.4 Amps at 120VAC 0.2 Amps at 240VAC	171 BTUs/hour
Speaker	Add 0.05 Amps per speaker to VPM power Input at 120VAC (0.025 Amps at 240VAC)	Add 15 BTUs/hour per speaker to VPM thermal output
Headset Jack & Microphone	negligible	negligible

CERTIFICATIONS

	The various hardware elements of the Motorola MCC 7500 IP Dispatch Console product line are certified to meet the requirements for CSA and CE.
Safety	CSA 60950-1-03 EN60950-1 2001
EMC Emissions & Immunity	FCC part 15 Class A ICES-003 EN55022 1998 + A1: 2001 + A2:2003 (CISPR-22 Class A) EN55024 + A1:2001 + A2:2003 EN61000-3-2 2000 EN61000-3-3 1995 + A1:2001
Energy Efficiency (VPM power supply only)	International Energy Efficiency Level V

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorola.com/dispatch

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MCC 7500 IP DISPATCH CONSOLE FOR ASTRO® 25 RADIO SYSTEMS



STAY IN CONSTANT CONTACT WHEN IT MATTERS MOST



THE MOTOROLA MCC 7500 IP DISPATCH CONSOLE

Whether a large-scale event or a simple traffic light outage at a school crossing threatens the safety of citizens, you need to effectively communicate and coordinate a rapid response.

You need to have confidence in a dependable, always-available, complete communications system that keeps responders safe and constantly connected. You need the Motorola MCC 7500 IP Dispatch Console.

Seamlessly integrated into ASTRO® 25 radio systems, the MCC 7500 console provides interoperability, cost savings, and security advantages for today's critical communication needs. MCC 7500 consoles connect directly to the IP network without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical system. Conventional channels link to the IP network and use the same audio transport as trunked audio.

ASTRO 25 SYSTEM INTEGRATION

Motorola IP systems are optimized to perform to robust customer specifications for mission critical voice and data communications. ASTRO 25 complies with Project 25 interoperability specifications while system interfaces based on standard IP bring additional value to the system.

The MCC 7500 IP Dispatch Console features:

- Prioritized emergency calls get through no matter how busy the system.
- Voice quality and intelligibility optimized to eliminate clipped or degraded audio.
- High-quality audio maintained despite increasing traffic loads.
- Call setup in a fraction of a second.
- Voice messages consistently delivered in the shortest possible time.
- Quick re-routing of call traffic in the event of an IP network path failure, minimizing lost audio and any impact on the end user.
- Enhanced dispatch performance and improved bandwidth efficiency using IP multicast technology.
- Conventional channels linked to the IP network using the same audio transport as trunked audio.
- Simplified dispatch operations and optimized operational efficiencies when integrated with PremierOne™ CAD.



**MEETS YOUR DEMAND TO PROTECT,
PREVENT AND RESPOND TO MISSION
CRITICAL OPERATIONS.**

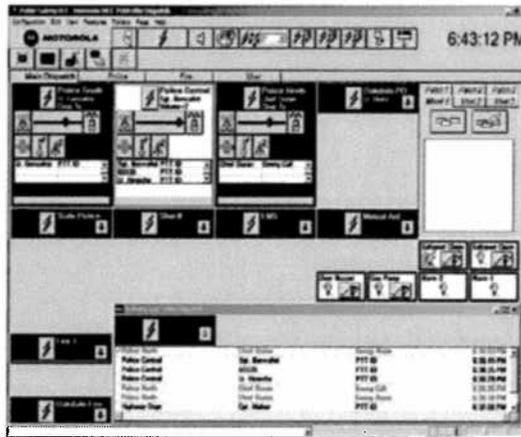
True End-to-End Encryption from the radio all the way through the console position. The MCC 7500 IP Dispatch Console goes beyond vocoded audio and uses true encryption technology, the only reliable means to keep your critical communication secure. Each MCC 7500 console supports up to six encryption algorithms simultaneously.

With Agency Partitioning, departments or agencies can share a system for cost savings and interoperability, yet manage and maintain control over their own resources, such as talkgroups, encryption keys, and configuration data.

Centralized System Configuration and Fault Management of dispatch positions allow changes to be automatically distributed throughout the system, providing vital efficiency. Access to the system manager from multiple remote locations via standard IP methods means users can still have convenient access while enjoying the benefits of centralized management.

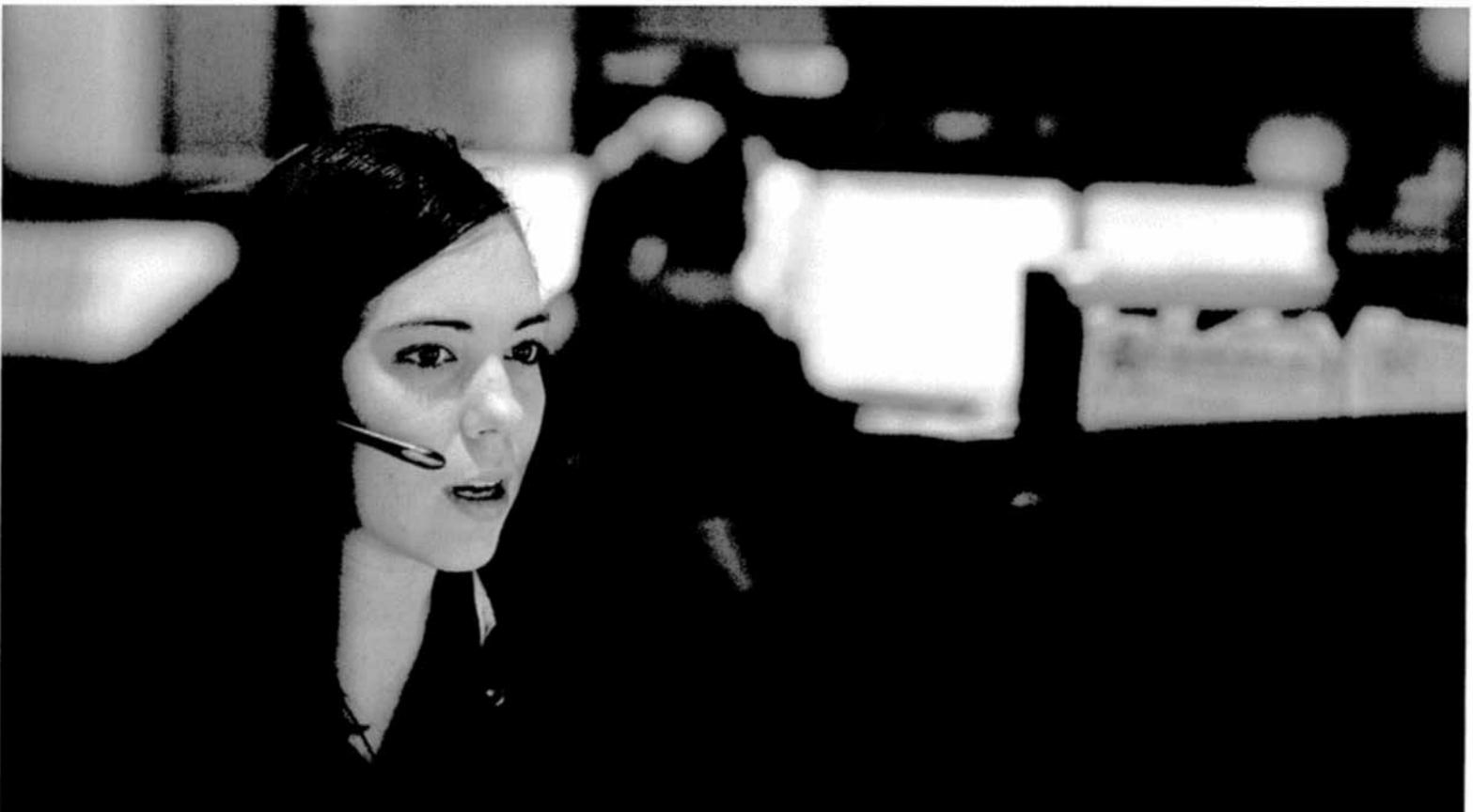
Enhanced, Integrated Logging Recorder is available for the MCC 7500 Console providing digital recorded audio at the same high-quality level as heard through the dispatch positions. Digital recorders integrated into the radio system reap the benefits of agency partitioning, centralized management and system security, meeting a wide range of ASTRO® 25 customer requirements.

PremierOne™ CAD Integration further simplifies dispatch operations, improves data accuracy and enhances operational efficiencies by combining the common, intuitive user interface of PremierOne CAD with the reliable field personnel communications capabilities of the MCC 7500. Agencies that choose to integrate the MCC 7500 Console features with the PremierOne CAD common platform will gain the ability to automate common operations and get a real-time, comprehensive view of the personnel and equipment being supported in the field.



**Customer Accepted
Interface**

Efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.



COMMAND AND CONTROL SOLUTIONS DESIGNED AROUND YOU

The MCC 7500 IP Dispatch Console is part of Motorola's extensive portfolio of communications and information solutions designed to address mission-critical public safety and security requirements worldwide. The MCC 7500 dispatch solution meets Motorola's rigorous quality standards to bring you peace of mind.

- Compatible with existing ASTRO® 25 radio systems with forward migration to protect and leverage your investment.
 - Converges with PremierOne™ CAD to further simplify dispatch operations, improve data accuracy and enhance operational efficiencies.
 - Software-based upgrades ease system and feature expansion. Re-use of the Elite Graphical User Interface (GUI) helps minimize dispatcher training.
 - Works together with CENTRACOM™ Elite Console for robust feature interaction.
 - Installation is simplified and site costs are reduced since the console operator position functions without backroom electronics.
 - Console configuration is performed at a centralized network manager client, with changes distributed automatically, saving valuable technician and administrator time.
- More robust service logs, containing real-time information, facilitate maintenance activities.
 - Integration into the system's central fault standard event monitoring protocols means fewer site visits.
 - Flexible bandwidth requirements minimize operating costs for all remote console locations.
 - Conventional audio is transported by the same IP network, eliminating the need for channel banks or a separate circuit switch system.



For more information about how the MCC 7500 IP Dispatch Console can meet your critical communication needs, contact your Motorola representative or visit motorola.com/ASTRO25

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorolasolutions.com

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IV. Excluded Services

Service to be provided by Contractor under Part III of Exhibit A excludes the repair or replacement of System equipment that has become defective or damaged as a result of the following: use in other than the normal, customary, intended and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; abnormal exposure to liquids, power surges, and acts of God or other force majeure events.

Unless specifically included in this Contract, Service under Part III of Exhibit A excludes items that are consumed in the normal operation of the equipment, including the following: batteries or magnetic tapes; upgrading or reprogramming Equipment; consumables such as accessories, belts clips, battery chargers; custom or special products that are not part of the original System design, modified units; and, repair or maintenance of any transmission line or tower. Also excluded are transmission medium, such as telephone lines, computer networks, the internet or world wide web, or equipment malfunction caused by the transmission medium.

EXHIBIT B

FEE SCHEDULE

I. General

- a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of **Eleven Million Three Hundred Thousand** and 00/100 Dollars (**\$11,300,000.00**), for the term of this Contract as set forth in Exhibit A, Scope of Services.
- b) The maximum amount of **Eleven Million Three Hundred Thousand** and No/100 Dollars (**\$11,300,000.00**), represents the maximum amount for the entire term of the Contract. The maximum amount of **Eleven Million Three Hundred Thousand** and No/100 Dollars (**\$11,300,000.00**), represents the maximum amount for the period December 1, 2014 through June 30, 2016 (per details on pages NEED TO RE-NUMBER), which is comprised of the following maximum amounts for 1) monthly maintenance Services, 2) for miscellaneous Services; and 3) P25 Radio Subscriber Replacements & Dispatch Consoles project:
 - 1) The nineteen (19) month maintenance Services which shall not exceed **Two Million Five Hundred Fifty Two Thousand Fifty Three**, and 00/100 Dollars (**\$2,552,053.00**), which represents a monthly fee of One Hundred Thirty Four Thousand, Three Hundred Eighteen and 53/100 Dollars (\$134,318.53).
 - 2) The miscellaneous Services which may be ordered on a time and materials basis, at fees not to exceed those set forth for the same services, parts, and equipment in contract (no. 071B2200101) between Motorola Solutions and the State of Michigan, in a total amount not to exceed One Million, Two Hundred Forty Seven Thousand, Nine Hundred Forty Seven and 00/100 Dollars (\$1,247,947.00).
 - 3) The P25 Radio Subscriber Replacements & Dispatch Consoles project, in a total amount not to exceed Seven Million, Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00).

Invoicing and payment must occur separately for the annual maintenance Services in subsection 1) above, the miscellaneous Services in subsection 2) above and P25 Radio Subscriber Replacements & Dispatch Consoles project in subsection 3) above. Invoicing for each must follow the procedures set forth in Part II below of this Exhibit B.

II. Invoicing and Payment

Invoices for subsections 1) and 2) are to be submitted for payment on a monthly basis. Invoices for subsection 3) are to be submitted for payment upon date of product delivery or service completion.

Payment for the proper performance of the *Services* shall be contingent upon receipt by the *City* of an Invoice for Payment. The Invoice shall certify the total cost to date for the relevant subsection being invoiced from December 1, 2014 as well as the total cost for that invoice, itemizing all costs.. The Invoices must be received by the *City* not more than thirty (30) days after the close of each calendar month in which *Services* have been performed, or not more than thirty (30) days after the *Contract* or *Contract Amendment* has been approved by *City Council* for *Services* already approved by Police and performed by the *Contractor*, and signed by an authorized officer or designee of the *Contractor*. The Invoice will be paid upon completion of processing without interest or penalty.

The City may order miscellaneous Services from the Contractor on a time and materials basis in a total amount not to exceed One Million, Two Hundred Forty Seven Thousand, Nine Hundred Forty Seven and 00/100 Dollars at the rates and fees set forth in number III below. Additional miscellaneous Services and Equipment related to this Contract which are not identified below may also be provided at the Contractor's then current rates under State of Michigan / Motorola Cooperative Purchasing Contract # 071B2200101. Contract # 071B2200101 is available for viewing at:
http://www.michigan.gov/documents/localgov/2200101_374099_7.pdf

III. Fees for Miscellaneous Services and Equipment

Radios, accessories, and replacement parts compatible with the City of Detroit ASTRO system and MPSCS, and Professional and Repair Services will be quoted with discounts consistent with the State of Michigan / Motorola Cooperative Purchasing Contract # 071B2200101. Contract # 071B2200101 is available for viewing at:
http://www.michigan.gov/documents/localgov/2200101_374099_7.pdf

IV. Further Breakdown and Details of Fees

Further details of fees which the Contractor may charge the City pursuant to this Contract are provided on the following page, and are incorporated by reference into Exhibit B.

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC01SVC1102C SVC01SVC1410C SCV01SVC1103C SVC01SVC1104C SVC01SVC1108C SVC01SVC1405C SVC02SVC0007C	***** Recurring Existing Services ***** DISPATCH SERVICE ONSITE INFRASTRUCTURE RESPONSE NETWORK MONITORING TECHNICAL SUPPORT INFRASTRUCTURE REPAIR NETWORK PREVENTIVE MAINTENANCE MANAGED SERVICES - SITE PREVENTIVE MAINTENANCE - HVAC, GENERATOR, TOWER, UPS, & PERIMETER SECURITY MICROWAVE SERVICES PERFORMANCE MANAGEMENT REPORTS	\$ 145,602.74	\$ 2,766,452.06
	SVC01SVC0001C SVC02SVC0083A	***** Recurring New Services ***** NETWORK MONITORING SERVICE - CUSTOMER TECHNICIAN DISPATCH CUSTOMER TECHNICIAN DISPATCH MANAGED SERVICES - DEDICATED TECHNICIAN MANAGED SERVICES - PENOBSCOT BACKUP SYSTEM OUTAGE TEST	\$ 19,525.42	\$ 370,982.98
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$ 165,128.16 \$ 3,137,435.04
			Subtotal - One-Time Event Services	\$ -
			Subtotal - 2014 - Jun 2016 Discounts *Includes a one-time 7.75% discount on existing services and a one-time 100% discount on new services	\$ 30,809.63 \$ 585,382.97
			Total	\$ 134,318.53 \$ 2,552,052.07
This contract is renewable for an additional year at non-discounted levels. Terms and conditions of Contract 2900062 apply.			Taxes	\$ -
Motorola Solutions will use commercially reasonable efforts to repair components which are no longer supported from a parts or technical support perspective. (e.g. DC/AC Inverter).			Grand Total	\$ 134,318.53 \$ 2,552,052.07
THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
MOTOROLA SYSTEMS SUPPORT CENTER			ELGIN	IL
MOTOROLA-SSC NETWORK SECURITY			SCHAUMBURG	IL
MOTOROLA-SSC-NETWORK MANAGEMENT			SCHAUMBURG	IL
MOTOROLA-SSC-CALL CENTER			SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT			SCHAUMBURG	IL
COMSOURCE, INC			ROCHESTER HILLS	MI
MOBILE COMMUNICATIONS, INC			LIVONIA	MI
MOTOROLA-MANAGED SERVICES(DO227)			FARMINGTON HILLS	MI

Maximum amounts for the period December 1, 2014 through June 30, 2016:

Monthly Maintenance Services	\$2,552,053.00
Miscellaneous Services and Equipment	\$1,247,947.00
P25 Radio Subscriber Replacements & Dispatch Consoles (See following pages for detailed pricing information)	\$7,500,000.00
Total	\$11,300,000.00

Pricing

APX6000 MODEL 2.5 PORTABLE RADIO	
\$5,437,438	
Qty (1140) APX 6000 7/800 MHz Model 2.5 Portable	Includes ASTRO Digital CAI, Smartzone Operation, P25 9600 Baud Trunking, Mission Critical Wireless Bluetooth, ADP Encryption, Multikey, 2900 MAH Lilon Battery, 4 Year SFS Lite Extended Warranty
Qty (275) APX 6000 7/800 MHz Model 2.5 Portable	Includes ASTRO Digital CAI, Smartzone Operation, P25 9600 Baud Trunking, Mission Critical Wireless Bluetooth, ADP & AES/DES-XL/DES-OFB Encryption, Multikey, 2900 MAH Lilon Battery, 4 Year SFS Lite Extended Warranty
APX SUBSCRIBER ACCESSORIES	
\$575,773	
Qty (1556) IMPRES Remote Speaker Microphone w/ Audio Jack	Qty (1556) IMPRES 2900 MAH Lilon Battery
Qty (1415) APX6000 IMPRES Single Unit Charger	Qty (141) APX6000 Universal Carry Holder
Radio Management Licenses (1415)	Radio Management Workstation & Monitor
DETROIT POLICE SUBSCRIBER RADIO & ACCESSORY TOTAL:	
\$6,013,211	

MCC 7500 DISPATCH CONSOLES	
\$1,486,788	
Qty (25) MCC 7500 IP Dispatch Consoles	120 Simultaneous Call MCC7500 IP Radio Logger
Program Management, Engineering, ST Support & Installation of Consoles at DPSH Dispatch	24 x 7 Warranty Support 1 st Year
DPSH DISPATCH MCC7500 IP CONSOLES TOTAL:	
\$1,486,788	

REAL TIME CRIME CENTER	
\$1,393,153	
Qty (4) Real Time Intelligence Consoles (RIC) Motorola VIP Program	Includes Hardware for (4) Operator Positions and Connectors, Licenses, and Software as Detailed in Section 2.1.
Qty (1) Intelligent Data Portal (IDP) VIP Starter Kit	Includes (2) Connectors for Tiburon CAD & GpsGate AVL & 25 Licenses & 1 Year Subscription.
RTCC/IDP Implementation Services	24 x 7 Warranty Support 1 st Year
DETROIT POLICE REAL TIME CRIME CENTER TOTAL:	
\$1,393,153	

Optional – Professional Services	
Operations Analysis	\$ 25,000
Network Assessment	\$ 25,000
Additional Engineering Time – To further assist Detroit with defining/optimizing their entire RTCC and Video Network:	
- One Week (40 hours)	\$ 8,720
- One Month (160 hours)	\$ 33,280

Early Award Incentive

Motorola is pleased to offer the Detroit Police Department an early award incentive for issue of a Purchase Order for replacement subscriber radios and accessories as listed. ***For an award received by 12/19/2014 and shipped by 12/31/2014, Motorola will include the RIC/IDP solutions as proposed at no additional charge to the City of Detroit.***

Subscriber Radios / Accessories	\$6,013,211
MCC7500 Consoles / Logger	\$1,486,788
RIC / IDP for RTCC	\$1,393,153
2nd Year Maintenance on RIC/IDP	\$ 152,725
Subscribers / Consoles / RTCC Total	\$9,045,877
Early Award Incentive	\$(1,545,878)
Project Total (Award by 12/19/2014)	\$7,499,999

Payment Schedule

All pricing quoted herein is consistent with discount levels established in Motorola's contract with the State of Michigan Department of Management and Budget, MiDEAL contract number **071B2200101** and is valid until **December 19, 2014**.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of goods and/or service delivery. Customer 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. Customer is eligible for a 1% prompt payment discount, if payment received prior to December 30, 2014.

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

EXHIBIT C

SOFTWARE LICENSE AGREEMENT

This Exhibit D Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Detroit, a Michigan municipal corporation, acting by and through its Police Department ("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 Contract 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 terms and conditions governing the use of such Open Source Software are in the Open Source Software 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, peel 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

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, 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, subject to Article 20 in the Primary Agreement.

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.

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 after using best efforts to correct the defect, 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 immediately upon notice by Motorola.

8.2 Upon written notification from Motorola and within sixty (60) days, , 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.** Motorola may assign its rights under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

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 of Michigan, excluding its choice of law rules..

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, 6.4, 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.

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)

)SS.

COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 11th day of DEC.,

2014, by James E. Craig
(name of person who signed the contract)

the Chief
(title of person who signed the contract as it appears on the contract)

of Police
(complete name of the City department)

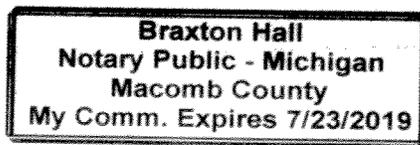
on behalf of the City.

Braxton Hall

Notary Public, County of Wayne

State of Michigan

My commission expires: 07/23/19



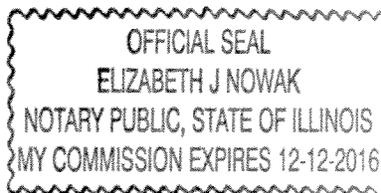
CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
)SS.
COUNTY OF Cook)

The foregoing contract was acknowledged before me the 8th day of December
2014, by John ZIDAR,
(name of person who signed the contract)
the Vice President,
(title of person who signed the contract as it appears on the contract)
of Motorola Solutions, Inc.,
(complete name of the corporation)

on behalf of the Corporation.

Elizabeth J. Nowak
Notary Public, County of Cook
State of Illinois
My commission expires: 12-12-2016



CORPORATION CERTIFICATE OF AUTHORITY

I, James Niewiara, Assistant Corporate Secretary of
(name of assistant corporate secretary)
Motorola Solutions, Inc., a Delaware
(complete name of corporation) (State of incorporation)

for profit Corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(Non-profit or for profit)

Following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on May 6, 2014, and that the same is now in full force and effect:
(date of meeting)

"**RESOLVED**, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company related to his or her work as an Senior Vice President of one of the Company's businesses, groups or corporate departments"

FURTHER, I CERTIFY that _____ is Chairman,
_____ is President,
Jack Molloy is (are) Senior Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
John Zidar is Appointed Vice President.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 8 th day of December, 20 14.
CORPORATE SEAL
(if any)


Assistant Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: February 3, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

The following are contracts that were considered by the City Council at the *Adjourned Session of Thursday, January 29, 2015*.

*The following contracts, purchase orders and other matters were reported to the City Council, by the indicated Standing Committee, at the Adjourned Session of January 29, 2015, and **APPROVED**.*

Reported by Internal Operations Committee

87068 Charles S. McEwen \$4,000 INSPECTOR GENERAL
Submitted in the List for January 27, 2015; Referred to the Adjourned Session
Correction submitted to the term and contract amount; Approved with ***WAIVER***.

Reported by Public Health and Safety Committee

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE
Walked on to Committee Meeting Jan. 26; Moved to New Business; Moved to Adjourned Session.

One contract was Reconsidered at the Session of February 3, 2015, that was approved at the Adjourned Session of January 29, 2015

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE
Request to Reconsider by Council Member Scott Benson; Reconsideration Approved;
Vote to consider the Contract **POSTPONED** 1 Week.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Internal Operations Committee:

No Contracts Reported

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported

Reported by the Planning and Economic Development Committee:

2892521, Amend. Corporate F.A.C.T.S. No. Increase to \$2,135,137 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Includes corrections submitted Jan. 30, 2015.

2899854 Detroit Economic Development Corp. \$255,000 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Approved with **WAIVER**.

2899858 Detroit Economic Growth Corp. \$865,837 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Approved with **WAIVER**.

Reported by the Public Health and Safety Committee:

2901177 Walker's Heating & Cooling \$149,861.61 TRANSPORTATION
Submitted in the List for the Week of December 15, 2014.

2897760 Automotive Media d/b/a IM Branded \$33,833 FIRE
Submitted in the List and Referred January 13, 2015.

2899374, Revenue Comerica Bank Corp. Est. Revenue not indicated POLICE
Submitted in the List and Referred January 13, 2015.

2900062 (MiDeal) – Motorola Solutions \$7,500,000 QOL POLICE
Submitted in the List and Referred January 13, 2015.

2899331 CTT Equipment \$147,200 TRANSPORTATION
Submitted in the List and Referred October 28, 2014; Approved November 12, 2014 for \$135,200;
Correction to Cost, for \$147,200, Referred January 13, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of February 3, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee: *continued*

2901820	Crestline Specialties	\$54,000	TRANSPORTATION
	Submitted in the List and Referred January 20, 2015.		
2821497,Ext.	PIE Management (IT services)	No +\$ to \$5,000,000	ADMIN.HEARINGS
	Submitted in the List and Referred January 20, 2015.		
2900137	Detroit Building Authority	\$240,000	AIRPORT
	Submitted in the List and Referred January 20, 2015.		
2900804	Booth Research Group (Promotion Exams)	\$226,000	POLICE
	Submitted in the List and Referred January 20, 2015.		
86955	Tiffany Perry (Victims Assist.Advocate)	\$36,400	POLICE
	Submitted in the List and Referred January 20, 2015.		
2901724	AIS Construction Equipment	\$165,200	PUBLIC WORKS
	Submitted in the List and Referred January 20, 2015.		

*The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

No Contracts Referred

Referred to Internal Operations Committee

No Contracts Referred

Referred to Neighborhood and Community Services Committee

No Contracts Referred

The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.

Referred to Planning and Economic Development Committee

2893571,Ext.	Det.Rescue Mission Ministries	PLANNING & DEVELOPMT.
2893809,Ext.	Cass Comm. Social Services	PLANNING & DEVELOPMT.
2893819,Ext.	Operation Get Down	PLANNING & DEVELOPMT.

Referred to Public Health and Safety Committee

No Contracts Referred

The following items have been HELD for review, discussion or report to the Standing Committees.

Internal Operations Committee

2877416,Chg. Computech Corporation + \$1,015,562.67 to \$2,700,562.67 HUM.RESOURCE
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry

2877420,Chg. FutureNet Group + \$1,117,011.10 to \$2,802,011.10 HUM.RESOURCE
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry

2903277 American Society of Employers \$10,270 HUMAN RESOURCES
Submitted in the List and Referred January 27, 2015.

2903278 Magnet Consulting \$373,830 HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.

2903279 Polaris Assessment Systems \$227,997 HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.

2903280 Right Management \$405,000 HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.

Public Health and Safety Committee

2901532 Detroit Building Authority (St. Maint.Build.) \$4,500,000 PUBLIC WORKS
Submitted in the List and Referred January 13, 2015; Question about new construction.

CONTRACT # 2890846

DEPARTMENT Police

[] **WAIVER**

AGENDA DATE _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Motorola Solutions, Inc.

CONTRACTOR

ADDRESS: 1303 E. Algonquin Rd.
Schaumburg, IL 60196

**WHAT FORM OF
COMPETITION DID THE
DEPARTMENT ENGAGE
IN TO OBTAIN THIS
PROFESSIONAL SERVICE
CONTRACT:**

Request For Proposal (RFP) # _____
Request For Quotes (RFQ) # _____
Request For Qualifications (RFQQ) # _____

If there was no competition obtained, explain why:

PROJECT:

TYPE OF FUNDING:

AND%: _____

CONTRACT AMOUNT: \$11,300,000

CONTRACT PERIOD: December 1, 2014 thru June 30, 2016

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: Detroit Police Departments Service Agreement with
Motorola to maintain the 800 Mhz radio system.

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

OFFICE MILWAUKEE FAX # 596 6317

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract DDOT Dispatch Console System Upgrade
Contract Amount \$ 588,451.56

Business Type: Corp () Partnership () Sole Proprietorship () Personal Services

Business Name Motorola Solutions, Inc

Business Address 1303 E. Algonquin Rd, Schaumburg, IL 60196

Ward/Item # -

F.I.D. NO. 36-1115800

City Personal Property I.D. # -

Owner(s) Name -

Owner(s) SS# -

Contact Person TONY COPPA

Phone Number 734-362-8272

Fax Number 734-362-8274

Owner(s) Home Address - () Lease () Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property

Denied Denied Denied
 Approved Approved Approved

Other Receivables

Denied
 Approved

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

Comments: _____

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature [Handwritten Signature]

Date 3-17-14

DEC 30 2014
Expiration Date

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the Motorola Solutions, Inc., (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (c).

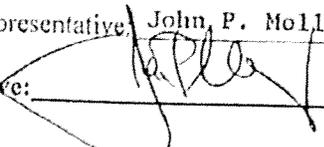
RFQ/PO No. _____

Printed Name of Contractor: Motorola Solutions, Inc.
(Type or Print Legibly)

Contractor Address: Schaumburg, IL, 60196
(City) (State) (Zip)

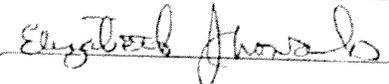
Contractor Phone/E-mail: 847-576-5000 / Jack.Molloy@motorolasolutions.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: John P. Molloy Corporate Vice President

Signature of Authorized Representative: 

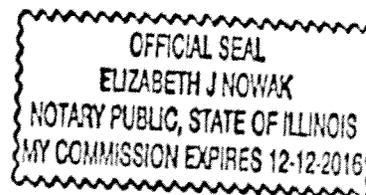
Date: September 18, 2013

*** This document **MUST** be notarized ***

Signature of Notary: 

Printed Name of Seal of Notary: Elizabeth J. Nowak

My Commission Expires: 12 / 12 / 2016



For Office Use Only:

Cov. Rec'd: 3/12/14 in Department Name: POLICE

Accepted by: O. MILHOUSE Rejected by: _____

Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCI@detroitmi.gov or fax (313) 224-3434



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Fire Ins Co	NAIC # 23035
		INSURER B: Liberty Insurance Corporation	42404
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570055813382 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2641005169074	07/01/2014	07/01/2015	LIMITS EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AS2-641-005169-014	07/01/2014	07/01/2015	LIMITS COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169084 All Other States WC7641005169094 WI	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract #2900062 with Motorola Solutions - The City of Detroit is included as Additional Insured under the Commercial General Liability policy. The Commercial General Liability policy is primary and non-contributory.

CERTIFICATE HOLDER City of Detroit 1301 Third Avenue, 7S - Suite 751, Detroit MI 48226 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>
--	--

Holder Identifier :

Certificate No : 570055813382

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

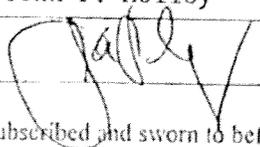
1. Name of Contractor: Motorola Solutions, Inc.
2. Address of Contractor: 1303 East Algonquin Road
Schaumburg, IL 60196
3. Name of Predecessor Entities (if any): Motorola, Inc.

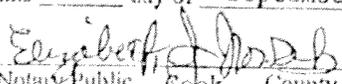
4. Prior Affidavit submission? No Yes, on: June 27, 2012
(Date of prior submission)

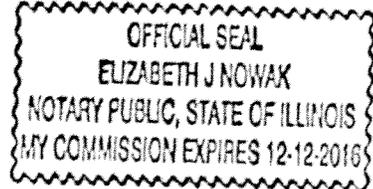
If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.
- Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.
- Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

John P. Molloy (Printed Name) Corporate Vice President (Title)
 (Signature) September 18, 2013 (Date)

Subscribed and sworn to before me
this 18th day of September 2013

Notary Public, Cook County, Michigan Illinois
My Commission expires: 12-12-2016



OCT 13 2013



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT DIVISION _____

E-MAIL ADDRESS _____

CONTACT NAME: _____

PHONE: _____

FAX: _____

Type of Clearance:

New

Renewal (Please submit 30 days prior to submitting bid or expiration date)

To: **A. City of Detroit**
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
 Fax: (313) 224-4588

For: **Individual or**
Company Name Motorola Solutions, Inc.

Address 1303 E. Algonquin Rd.

City Schaumburg

State IL

Zip Code 60196

Telephone (734) 362-8272 **Fax #** (734) 362-8274

E-mail Address tony.coppa@motorolasoluti

B. Name of Chief Financial Officer/Authorized Contact Person
 (include address if different from above)

Marshall Davis III

Telephone # (847) 576-5134

Fax # (847) 576-0903

Employer Identification or Social Security Number
36-1115800

Spouse Social Security Number

Nature of Contract Maintenance-public
safety communications

BID CONTRACT AMOUNT (if known):
Labor: \$ _____ **Material:** \$ _____

Contract # (if known) 2784781

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One:

Individual

Corporation

Partnership

Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
3. Were you employed during the last seven (7) years? Yes No
4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? (If yes, attach Employer Registration (Form DSS-4).) Yes No
6. Will the company have employees working in Detroit? Yes No
7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D.

FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

- Yes No
 Yes No
 Yes No

Signature LUCRETIA JENNINGS

Signature LUCRETIA JENNINGS

Signature LAMONT FISHER

Signature LAMONT FISHER

SEP 20 2013

OCT 31 2013

NOV 12 2014

Expires

Expires

Expires

OCT 31 2014

NOV 12 2015

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329

VISIT OUR WEBSITE FOR INFORMATION AND FAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid.

Hiring Policy Compliance Affidavit

I, Jason J. Winkler, being duly sworn, state that I am the VP, Finance
North America of Motorola Solutions Inc
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,


Title: VP Finance NA, Date: Jan 8 2015

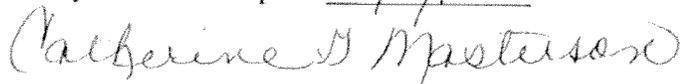
STATE OF ILLINOIS)
COUNTY OF COOK) SS

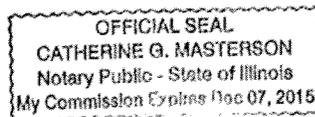
The foregoing Affidavit was acknowledged before me the 8th day of January
20 15, by JASON J. WINKLER.

Notary Public, County of COOK

State of ILLINOIS

My commission expires: 12/7/15





CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH
HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
RECREATION WATER & SEWAGE OTHER

ADDRESS OF DEPARTMENT 2 Woodward Ave, CAYMC, Suite 1008, Detroit, MI 48226
DATE SENT 1/8/15 CONTACT PERSON Lorraine White
PHONE NUMBER 224 4261 FAX NUMBER EMAIL whitel@detroitmi.gov
CONTRACT AMOUNT \$ 7,500,000.00

SECTION B: CORPORATION LICENSE TYPE
CORPORATION NAME Motorola
ADDRESS 1303 E Algonquin Rd CITY/STATE/ZIP Schaumburg, IL 60196
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER 36-1115800
OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON Tony Coppa PHONE NUMBER 734-362-8272 EMAIL ADDRESS Tony.Coppa@motorolasolutions.com

SECTION C: PARTNERSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
A: PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
B. PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
OWNER'S NAME DRIVER'S LICENSE # PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP
OTHER CITY-OWNED PROPERTY PARCELS
EMAIL ADDRESS

SECTION E: PERSONAL SERVICES
NAME ADDRESS
CITY/STATE/ZIP
PHONE NUMBER DRIVER LICENSE #
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT
SOCIAL SECURITY NUMBER EMAIL ADDRESS

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS

Handwritten signature

CLEARANCE VALID UNTIL

AUG 30 2015

Contract Summary

Vendor: Motorola

Purpose: Provide 2-Way Radios and Wireless Technology Hardware and Services

Contract Amount: \$7,499,999.00

Savings Achieved: \$1,545,878.00

City of Detroit Contract Number: 2900062

Contract Source: MiDEAL Contract Number 071B2200101

Motorola Contacts: Gordon Webb and Tony Coppa

Summary:

To provide Two Way Radio and Wireless Technology Communications Infrastructure and Services to the City of Detroit Police Department per the MiDeal contract number 071B2200101 as agreed and approved by Gordon Webb of Motorola Solutions Inc, and Bill Pimble of the State of Michigan .

City Council Contract Agenda Items Review Checklist

Reviewer: (purchasing agent sign here)

Date received:

Date: December 9, 2014 Department Police Division: Budget & Fiscal Operations

Dept Head/Contact Person: 2nd Deputy Chief Tina Tolliver Phone No.: 313-596-1922

Description: Detroit Police Department Service Agreement with Motorola to maintain the 800 MHZ radio system and provide hand held and portable radios

Brief explanation of function or need of the goods/services

Contract No.: _____ PO Type: Professional Services _____ Est. Value: \$ \$11,300,000.00

Contract Term (if applicable): December 1, 2014 to June 30, 2016

Funding: City 100% State _____ % Federal _____ % Other: _____ %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Motorola Solutions Required Date: December 1, 2014 to June 30, 2016

1. The business being awarded is **NEW / RENEWAL** If a renewal, provide justification for renewal: Detroit Police Department Service Agreement with Motorola to maintain the 800 MHZ radio system and provide hand held and portable radios

2. Was the product or service competitively bid? Yes No

Attach Copy of Bid Tabulation/Evaluation score sheets as needed

If the answer to #2 is "NO" explain why there was no competition: _____

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: _____

4. Were savings achieved?

Yes Amount \$1,545,878.00

No

5. Does this agreement represent an increase?
 Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)
 Change in amount/volume of the good or service to be used. _____.
6. Does the supplier currently provide other goods and services to the City? Yes No
 If yes please list: DDOT Dispatch Console System Upgrade_____
7. Is this good/service used by other departments? Yes No
 If "yes" can this Req/PAR be combined other department requirements? Yes No
8. Is this a service that can be performed by City employees? Yes No
 Is this a service that City employees can be trained to do? Yes No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes____ No____

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____ DATE: 12/9/14
 (Department)

INFORMATION PROVIDED BY: Tina Tolliver

TITLE: 2nd Deputy Chief

PHONE: 313-600-7825



Lorraine White - MiDEAL Motorola

From: "Riehle, Jenni (DTMB)" <RiehleJ2@michigan.gov>
To: "jacksonbo@detroitmi.gov" <jacksonbo@detroitmi.gov>
Date: 12/19/2014 12:48 PM
Subject: MiDEAL Motorola
Cc: "Hayes, Genevieve (DTMB)" <HayesG2@michigan.gov>, "Pemble, William (DTMB..."

Mr. Jackson,

Thank you for participating in the State of Michigan's MiDEAL program. To purchase from the Motorola contract please contact Gordon Webb with Motorola Solutions. He can be reached by phone at 517-857-3796 or by email at Gordon.webb@motorolasolutions.com.

Once Motorola verifies your membership on our website they can sell to you from the contract at the same terms, conditions, and pricing as negotiated with the State. You will pay Motorola Solutions directly.

If you would like to review the contract, you can do so here:

http://www.michigan.gov/documents/localgov/2200101_374099_7.pdf. If you have any questions regarding the specifications or terms in the contract, please contact our Buyer Mike Breen at 517-284-7002.

Please let me know if there is anything else I can assist you with, I am happy to help.

Thank you,

Jenni Riehle

*Outreach Coordinator : State Of Michigan
DTMB – Procurement
Constitution Hall, 1st Floor
525 West Allegan,
Lansing, Michigan 48909
RiehleJ2@michigan.gov : 517-284-7023
www.michigan.gov/micontractconnect*

Lorraine White - Motorola Contract

From: Beth Niblock
To: John Hill
Date: 12/12/2014 1:50 PM
Subject: Motorola Contract
Cc: Boysie Jackson; Michael Jamison; Scott Hayes

John--

I need you to approve the funding for the Motorola Solutions contract. Mike Jamison can bring you up to speed on the business case and Boysie has also been working with us on this.

Time is of the essence on this one as Motorola is committing 1.5 million worth of software for the real time crime center at no cost for 2 years to the City of Detroit.

Thanks,
beth

From: Tony Coppa <Tony.Coppa@motorolasolutions.com>
To: Donald Bryant <BryantDo@detroitmi.gov>, Boysie Jackson <JacksonBo@detroitmi.gov>
Date: 12/30/2014 11:38 AM
Subject: RE: MiDEAL Motorola

Detroit Team,

On behalf of the Motorola team, I just wanted to thank you for all your efforts (especially working on your holiday break) to keep this project on track. We are very excited to be working with Detroit on this project and look forward to a successful partnership with the City going forward. Happy New Year all!!

Regards,

Tony Coppa
Senior Account Manager
Motorola Solutions, Inc.

motorolasolutions.com
O: 734.362.8272
M: 313.402.5556
E: tony.coppa@motorolasolutions.com

Learn about Michigan's Public Safety Communications System (MPSCS), the State of Michigan mission critical communications system: <http://michigan.gov/mpscs>

-----Original Message-----

From: Donald Bryant [mailto:BryantDo@detroitmi.gov]
Sent: Monday, December 29, 2014 2:07 PM
To: Boysie Jackson
Cc: Scott Hayes; Tina Tolliver; Lorraine White; Tony Coppa
Subject: RE: MiDEAL Motorola

Boysie

Tony Coppa, now has received and accepted PO #2900062. Per Tony, the PO is correct per the agreement between Motorola the City and the MiDeal agreement.

Donald G. Bryant, Sr.
Purchasing Manager II
City of Detroit
Finance Department Purchasing Division
Coleman A Young Municipal Center Suite 1008
2 Woodward Ave, Detroit, Mi. 48226
Office Phone: 313 - 224-4614
Fax: 313 628-1160

Mike Duggan Mayor

>>> Boysie Jackson jacksonbo<jacksonbo@detroitmi.gov> 12/29/2014 8:39

AM >>>

Our plan is to get you a copy of the PO today.

Sent from my Samsung Galaxy Tab®4

----- Original message -----

From: Tony Coppa <Tony.Coppa@motorolasolutions.com>

Date: 12/26/2014 9:53 AM (GMT-05:00)

To: Donald Bryant <BryantDo@detroitmi.gov>, Boysie Jackson <JacksonBo@detroitmi.gov>, Scott Hayes <HAYESS419@detroitmi.gov>

Subject: FW: MiDEAL Motorola

>>> "Tony Coppa" <Tony.Coppa@motorolasolutions.com>

2014-12-26T09:53:20.543147 >>>

Good Morning All,

I hope you and your families had an enjoyable Christmas break! I am pleased that we have an agreement (detailed below) to move forward with the technology project for DPD. I will be out of the office through Monday, 12/29. I will have access to email, so please forward the referenced Purchase Order to me via email as I will not have fax or printing access. For any questions or concerns please contact me on my cell phone. Thank you. If I do not have an opportunity to speak with you before then, I hope you also have a great New Year's celebration.

Looking forward to working with you in 2015!

Regards,

Tony Coppa

Senior Account Manager

Motorola Solutions, Inc.

motorolasolutions.com<<http://www.motorolasolutions.com/>>

O: 734.362.8272

M: 313.402.5556

E: tony.coppa@motorolasolutions.com<<http://www.motorolasolutions.com/>>

[msi 85-email-sign-off.png]

Learn about Michigan's Public Safety Communications System (MPSCS)<<http://michigan.gov/mpscs/0,4640,7-184--261410--,00.html>>,

the State of Michigan mission critical communications system:

<http://michigan.gov/mpscs>

From: John Zidar

Sent: Monday, December 22, 2014 4:50 PM

To: 'Boysie Jackson'

Cc: Donald Bryant; Scott Hayes; John Hill; Beth Niblock; Tina Tolliver

Subject: RE: MiDEAL Motorola

Boysie,

I understand that your plan is to process a Purchase Order (PO) to us by 12/28/14 to show good faith on the City's behalf of their commitment.

We ask that you please reference the below statement on PO# 2900062 as we have discussed:

- Pricing, terms, and conditions per the MI Deal Contract #

071B2200101. Scope of Work per the Motorola proposal dated 12/2/2014.

Motorola will ship all equipment no earlier than February 9, 2015.

Under the above PO scenario, we will extend the pricing offer 30 days until Jan. 30, 2015 allowing enough time for City Council approval and Finance Review Commission approval.

Thank you! We look forward to our continued partnership with the City of Detroit. Please let me know if you have any questions.

John

From: Boysie Jackson [mailto:JacksonBo@detroitmi.gov]

Sent: Friday, December 19, 2014 5:01 PM

To: John Zidar

Cc: Donald Bryant; Scott Hayes; John Hill; Beth Niblock; Tina Tolliver

Subject: Fwd: MiDEAL Motorola

John this email confirms our arrangement on the Motorola Contract with the State of Michigan MiDeal program. See attached letter that was followed by a call from Jenni Riehle (State MiDeal Program) confirming that we can proceed to work with your organization. Scott Hayes from IT will be handling that with you.

The State's contract number is 071B2200101. The PO that we will be using is #2900062. This is what you should use for invoice purposes.

This Contract Purchase Order will reference the State's PO as well.

As we stated, the Chief Financial and Technology Officers and I have approved this transaction. We will be obtaining final approvals from the City Council and Financial Review Committee in January per our discussion yesterday.

Please confirm that you are ok with this arrangement to enable the City to take advantage of the discounts.

We look forward to working with you.

Boysie Jackson
Chief Procurement Officer
Finance Dept. - Purchasing Division
Coleman A. Young Municipal Ctr.
2 Woodward Ave., Ste. 1008
Detroit, Michigan 48226
Office: 313-224-4619
Cell: 313-701-3433
Fax: 313-628-1160
jacksonbo@detroitmi.gov<mailto:jacksonbo@detroitmi.gov>

Mike Duggan, Mayor

Lorraine White - Re: MiDEAL Motorola

From: Tony Coppa <Tony.Coppa@motorolasolutions.com>
To: Boysie Jackson <jacksonbo@detroitmi.gov>
Date: 12/29/2014 8:43 AM
Subject: Re: MiDEAL Motorola

Thanks Boysie.

Sent from my Verizon Wireless 4G LTE DROID

Boysie Jackson <jacksonbo@detroitmi.gov> wrote:

Our plan is to get you a copy of the PO today.

Sent from my Samsung Galaxy Tab®4

----- Original message -----

From: Tony Coppa <Tony.Coppa@motorolasolutions.com>
Date: 12/26/2014 9:53 AM (GMT-05:00)
To: Donald Bryant <BryantDo@detroitmi.gov>, Boysie Jackson <JacksonBo@detroitmi.gov>, Scott Hayes <HAYESS419@detroitmi.gov>
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Regards,

Tony Coppa
Senior Account Manager
Motorola Solutions, Inc.

motorolasolutions.com

O: [734.362.8272](tel:734.362.8272)

M: [313.402.5556](tel:313.402.5556)

E: tony.coppa@motorolasolutions.com



Learn about [Michigan's Public Safety Communications System \(MPSCS\)](http://michigan.gov/mpscs), the State of Michigan mission critical communications system: <http://michigan.gov/mpscs>

From: John Zidar

Sent: Monday, December 22, 2014 4:50 PM

To: 'Boysie Jackson'

Cc: Donald Bryant; Scott Hayes; John Hill; Beth Niblock; Tina Tolliver

Subject: RE: MiDEAL Motorola

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John

From: Boysie Jackson [<mailto:JacksonBo@detroitmi.gov>]

Sent: Friday, December 19, 2014 5:01 PM

To: John Zidar

Cc: Donald Bryant; Scott Hayes; John Hill; Beth Niblock; Tina Tolliver

Subject: Fwd: MiDEAL Motorola

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We look forward to working with you.

Boysie Jackson

Chief Procurement Officer

Finance Dept. - Purchasing Division

Coleman A. Young Municipal Ctr.

2 Woodward Ave., Ste. 1008

Detroit, Michigan 48226

Office: [313-224-4619](tel:313-224-4619)

Cell: [313-701-3433](tel:313-701-3433)

Fax: [313-628-1160](tel:313-628-1160)

jacksonbo@detroitmi.gov

Mike Duggan, Mayor

Pricing

APX6000 MODEL 2.5 PORTABLE RADIO	
\$5,437,438	
Qty (1140) APX 6000 7/800 MHz Model 2.5 Portable	Includes ASTRO Digital CAI, Smartzone Operation, P25 9600 Baud Trunking, Mission Critical Wireless Bluetooth, ADP Encryption, Multikey, 2900 MAH Lilon Battery, 4 Year SFS Lite Extended Warranty
Qty (275) APX 6000 7/800 MHz Model 2.5 Portable	Includes ASTRO Digital CAI, Smartzone Operation, P25 9600 Baud Trunking, Mission Critical Wireless Bluetooth, ADP & AES/DES-XL/DES-OFB Encryption, Multikey, 2900 MAH Lilon Battery, 4 Year SFS Lite Extended Warranty
APX SUBSCRIBER ACCESSORIES	
\$575,773	
Qty (1556) IMPRES Remote Speaker Microphone w/ Audio Jack	Qty (1556) IMPRES 2900 MAH Lilon Battery
Qty (1415) APX6000 IMPRES Single Unit Charger	Qty (141) APX6000 Universal Carry Holder
Radio Management Licenses (1415)	Radio Management Workstation & Monitor
DETROIT POLICE SUBSCRIBER RADIO & ACCESSORY TOTAL:	
\$6,013,211	

MCC 7500 DISPATCH CONSOLES	
\$1,486,788	
Qty (25) MCC 7500 IP Dispatch Consoles	120 Simultaneous Call MCC7500 IP Radio Logger
Program Management, Engineering, ST Support & Installation of Consoles at DPSH Dispatch	24 x 7 Warranty Support 1 st Year
DPSH DISPATCH MCC7500 IP CONSOLES TOTAL:	
\$1,486,788	

REAL TIME CRIME CENTER	
\$1,393,153	
Qty (4) Real Time Intelligence Consoles (RIC) Motorola VIP Program	Includes Hardware for (4) Operator Positions and Connectors, Licenses, and Software as Detailed in Section 2.1.
Qty (1) Intelligent Data Portal (IDP) VIP Starter Kit	Includes (2) Connectors for Tiburon CAD & GpsGate AVL & 25 Licenses & 1 Year Subscription.
RTCC/IDP Implementation Services	24 x 7 Warranty Support 1 st Year
DETROIT POLICE REAL TIME CRIME CENTER TOTAL:	
\$1,393,153	

Optional – Professional Services	
Operations Analysis	\$ 25,000
Network Assessment	\$ 25,000
Additional Engineering Time – To further assist Detroit with defining/optimizing their entire RTCC and Video Network:	
- One Week (40 hours)	\$ 8,720
- One Month (160 hours)	\$ 33,280

Early Award Incentive

Motorola is pleased to offer the Detroit Police Department an early award incentive for issue of a Purchase Order for replacement subscriber radios and accessories as listed. *For an award received by 12/19/2014 and shipped by 12/31/2014, Motorola will include the RIC/IDP solutions as proposed at no additional charge to the City of Detroit.*

Subscriber Radios / Accessories	\$6,013,211
MCC7500 Consoles / Logger	\$1,486,788
RIC / IDP for RTCC	\$1,393,153
2nd Year Maintenance on RIC/IDP	\$ 152,725
Subscribers / Consoles / RTCC Total	\$9,045,877
Early Award Incentive	\$(1,545,878)
Project Total (Award by 12/19/2014)	\$7,499,999

Payment Schedule

All pricing quoted herein is consistent with discount levels established in Motorola's contract with the State of Michigan Department of Management and Budget, MiDEAL contract number **071B2200101** and is valid until **December 19, 2014**.

**CITY OF DETROIT BUDGET DEPARTMENT LOG # 5146
CONTRACT TRANSMITTAL**

DEPARTMENT: POLICE	DATE REC: 12/18/14
CPO: 2890846	SPO:
NAME: MOTOROLA SOLUTIONS, INC.	AMOUNT: \$11,300,000.00
ADDRESS: 1303 E ALGONQUIN RD. SCHAUMBURG, IL 60196	ELECTRONIC NOTIFICATION DATE: 09/05/2014
PURPOSE: DPD SERVICE AGREEMENT TO MAINTAIN THE 800 MHZ RADIO SYSTEM DEC 1, 2014 – JUNE 30, 2016	

RECOMMENDATION:

APPROVE: <u>YES</u>	DATE COMPLETED: 12/18/14
DENY:	ANALYST: C. McInnis
	DATE RELEASED:

COMPLETE BELOW WHEN DOCUMENT DELAYED, USE DC1 FOR FIRST DELAY AND DC2 FOR SECOND DELAY

DELAY CODE 1 (DC1): _____	0 NO DELAY	4 REQ DEPT IMPOSED HOLD	DELAY CODE 2 (DC2): _____
DC1 DELAY START DATE: _____	1 MORE INFORMATION	5 MANAGEMENT DELAY	DC2 DELAY START DATE: _____
DC1 DELAY END DATE: _____	2 LACK FUNDS	6 OTHER	DC2 DELAY END DATE: _____
	3 HUMAN RES COORD		

GENERAL FUND / QUALITY OF LIFE

Scope: The Detroit Police Department requests authorization to enter into a Professional Services contract with **Motorola Solutions, Inc. of Schaumburg, IL.**

Scope of Services: The Services outlined in Part III of Exhibit A Statement of Work provide Network Monitoring, Dispatch Service and Onsite Infrastructure Response services to Customer Systems. These services are applicable only for the following system types: ASTRO, ASTRO 25, ARC 4000, SmartZone/OmniLink v2.0.3 and higher, SmartNet, Private Data (with a wireless network gateway). The general fund is used for the maintenance and the QOL funds is used to purchase new equipment.

Contract Period: December 1, 2014 – June 30, 2016

Original Amount: Not to exceed **\$11,300,000.00** for the entire term of this contract.

Advance Payment: No

Funding:

Charge account 1000-372300-000000-626700-11041-000000-00000; \$3,800,000 GF
(see exhibit) 3100-352054-000000-617400-13824-000000-00000; \$7,500,000 QOL

Selection Criteria

Budget: **CODAMENDED** Amount Type: **Year To Date Extended**
 Period: **JUN-15** Encumbrance Type: **ALL**
 Account Level: **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/> 1000-372300-000000-626700-1104	7,186,500.00	62,309.26	1,527,559.84	5,596,630.90
<input checked="" type="checkbox"/> 1000-372300-004503-626700-1104	0.00	0.00	1,843.22	(1,843.22)
<input type="checkbox"/>				

Encumbrance Amounts

Requisition: **0.00** Purchase Order: **62,309.26** Other: **0.00**

Account Description

General Fund-Technical Services-DUMMY PROJECT FOR GL-Telecommunications-Technology Bureau-Undefined U

Selection Criteria

Budget: **CODAMENDED**
Period: **JUN-15**

Amount Type: **Year To Date Extended**
Encumbrance Type: **ALL**
Account Level: **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
<input checked="" type="checkbox"/> 3100 352054 000000 617400 1382	7,500,000.00	0.00	0.00	7,500,000.00
<input type="checkbox"/>				

Encumbrance Amounts

Requisition: **0.00** Purchase Order: **0.00** Other: **0.00**

Account Description

Quality of Life \- Sp-Police Quality of LI-DUMMY PROJECT FOR GL-Contract Scvs\Info T-Quality of Life-Undefined U