Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2015-03-31

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE BUYER.

Order Number: CMA 0612 9102 DPS1500000004	**Procurement Folder:** 84329
Document Name: SWC for Motorola MCC7500 Direct Dispatch Consoles	**Reason for Modification:**
Document Description: SWC for Dispatch Consoles/Components	
Procurement Type: Central Sole Source	
Buyer Name: Tara Lyle	
Telephone: (304) 558-2544	
Email: tara.l.lyle@wv.gov	
Shipping Method: Best Way	**Effective Start Date:** 2015-04-01
Free on Board: FOB Dest, Freight Prepaid	**Effective End Date:** 2016-03-31

VENDOR	DEPARTMENT CONTACT
MOTOROLA SOLUTIONS INC 1301 E ALGONQUIN RD SCHAUMBURG IL 60196 US **Vendor Contact Phone:** (999) 999-9999 **Extension:** **Discount Percentage:** 0.0000 **Discount Days:** 30	**Requestor Name:** Carole Woodyard **Requestor Phone:** (304) 746-2141 **Requestor Email:** carole.a.woodyard@wvsp.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

R 3/31/15

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
SIGNED BY: DATE: 4/1/15 ELECTRONIC SIGNATURE ON FILE	SIGNED BY: J. Robert Leslie DATE: 4/2/15 ELECTRONIC SIGNATURE ON FILE	SIGNED BY: DATE: Beverly Toler ELECTRONIC SIGNATURE ON FILE

APR 3 2015

Extended Description:

The vendor, Motorola Solutions, agrees to enter into a open-end statewide contract for use by all state agencies and political subdivisions to provide Motorola MCC7500 Dispatch Consoles and related components, per the specifications, terms and conditions and attached documentation.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43221700			EA	$0.000000

Description: Fixed network equipment and components

Extended Description:
#SQM01SUM0200 Master Site
Upgrade Model - $0

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43221700			EA	$1,000.000000

Description: Fixed network equipment and components

Extended Description:
#CA00996AJ ADD: NM/ZC License Key 7.11 - $1,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43221700			EA	$1,000.000000

Description: Fixed network equipment and components

Extended Description:
#CA00997AJ ADD: License Key 7.11 - $1,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	43221700			EA	$5,000.000000

Description: Fixed network equipment and components

Extended Description:
#CA01225AB MCC7500 / MC7100 Console Licenses QTY 5 - $5,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43221700			EA	$0.000000

Description: Fixed network equipment and components

Extended Description:
Console Site Configuration License - $8,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	43221700			EA	$0.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#B1905 MCC 7500 Astro 25 Software - $250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	43221700			EA	$11,920.000000

Description: Fixed network equipment and components

Extended Description:

MCC 7500 Dispatch Console Operator Position

$B1933 Motorola Voice Processor Module - $11,920.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	43221700			EA	$12,000.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 7500 Dispatch Console Operator Position

#CA01642AA ADD: MCC 7500 Basic Console Functionality Software License - $12,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	43221700			EA	$5,000.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#CA01643AA ADD: MCC 7500 / MCC / 7100 Trunking Operation - $5,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	43221700			EA	$3,250.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#CA00147AF ADD: MCC 7500 Secure Operation - $3,250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	43221700			EA	$750.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#CA00182AB ADD: AES Algorithm - $750.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	43221700			EA	$300.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#CA00245AA ADD: ADP Algorithm - $300.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	43221700			EA	$0.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#CA00140AA ADD: AC Line Cord, North American - $0

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	43221700			EA	$2,550.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#TT2538 Z420 Low Tier Workstation Windows 7 64Bit - $2,550.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	43221700			EA	$50.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#T7448 Windows Supplemental Full Config - $50.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	43221700			EA	$250.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#B1914 MCC Series Desktop Gooseneck Microphone - $250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	43221700			EA	$450.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#B1912 MCC Series Desktop Speaker - $450.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	43221700			EA	$290.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#DSTWIN6328A Provides One Dual Pedal Footswitch - $290.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	43221700			EA	$210.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#RLN6098 HDST Module Base W/PTT, 15' CBL - $210.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	43221700			EA	$2,935.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#DDN1244 Dual IRR SW USB HASP W License, Sound Card & Spkrs (V45) - $2,935.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	43221700			EA	$75.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#DDN1507 Symantec Exp Endpoint Protect 12.1 Corp Ed Lic & Med - $75.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	43221700			EA	$2,550.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#TT2538 Z420 Low Tier Workstation Windows 7 - $2,550.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	43221700			EA	$11,920.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#B1933 Motorola Voice Processor Module - $11,920.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	43221700			EA	$15,060.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#CA00288AB ADD: MCC 7500 Archiving Interface Server Software License - $15,060.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	43221700			EA	$3,250.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#CA00147AF ADD: MCC 7500 Secure Operation - $3,250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	43221700			EA	$750.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#CA00182AB ADD: AES Algorithm - $750.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	43221700			EA	$300.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#CA00245AA ADD: ADP Algorithm - $300.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	43221700			EA	$0.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#CA00140AA ADD: AC Line Cord, North American - $0

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	43221700			EA	$250.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#BLN1297 VPM Power Supply Mounting Kit - $250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	43221700			EA	$75.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server Position

#DDN1507 Symantec Exp Endpoint Protect 12.1 Corp Ed Lic & Media - $75.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	43221700			EA	$190.000000

Description: Fixed network equipment and components

Extended Description:
KVL Support

#CA02186 ADD: Keyload Cable for Cryptr Micro - $190.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	43221700			EA	$2,250.000000

Description: Fixed network equipment and components

Extended Description:
Master Site Access

#CLN1856 2620-24 Ethernet Switch - $2,250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	43221700			EA	$4,200.000000

Description: Fixed network equipment and components

Extended Description:
Master Site Access

#SQM01SUM0205 GGM 8000 Gateway and CCGW - $4,200.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	43221700			EA	$0.000000

Description: Fixed network equipment and components

Extended Description:
Master Site Access

#CA1616AA ADD: AC Power - $0

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	43221700			EA	$2,000.000000

Description: Fixed network equipment and components

Extended Description:
Master Site Access

#CA01618AA ADD: Conv Chan Gateway - $2,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	43221700			EA	$4,200.000000

Description: Fixed network equipment and components

Extended Description:
Conventional Channel Gateway

#SQM01SUM0205 GGM 8000 Gateway - $4,200.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
37	43221700			EA	$0.000000

Description: Fixed network equipment and components

Extended Description:
Conventional Channel Gateway

#CA1616AA ADD: AC Power - $0

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
38	43221700			EA	$2,000.000000

Description: Fixed network equipment and components

Extended Description:
Conventional Channel Gateway

#CA01618AA ADD: Chan Gateway - $2,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
39	43221700			EA	$3,000.000000

Description: Fixed network equipment and components

Extended Description:
Conventional Site Controller

#T7038 GCP 8000 Site Controller - $3,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
40	43221700			EA	$5,000.000000

Description: Fixed network equipment and components

Extended Description:
Conventional Site Controller

#CA00303AA ADD: Qty (1) Site Controller - $5,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
41	43221700			EA	$50.000000

Description: Fixed network equipment and components

Extended Description:
Conventional Site Controller

#X153AW ADD: Rack Mount Hardware - $50.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
42	43221700			EA	$4,000.000000

Description: Fixed network equipment and components

Extended Description:
Conventional Site Controller

#CA01136AA ADD: MCC 7500 Conven Site Oper - $4,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
43	43221700			EA	$1,855.000000

Description: Fixed network equipment and components

Extended Description:
Aux I/O

#F4543 Site Manager Basic - $1,855.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
44	43221700			EA	$175.000000

Description: Fixed network equipment and components

Extended Description:
Aux I/O

#VA00222 SDM3000 MCC 7500 Aux IO F/W for A7.11 - $175.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
45	43221700			EA	$120.000000

Description: Fixed network equipment and components

Extended Description:
Aux I/O

#V266 ADD: 90VAC to 260 VAC PS to SM - $120.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
46	43221700			EA	$90.000000

Description: Fixed network equipment and components

Extended Description:
Aux I/O

#V592 AAD Term Blck & Conn WI - $90.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
47	43221700			EA	$495.000000

Description: Fixed network equipment and components

Extended Description:
Equipment Support

#TRN7343 Seven and a half foot rack - $495.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
48	43221700			EA	$2,450.000000

Description: Fixed network equipment and components

Extended Description:
Equipment Support

#DS110110711 PDU, AC Edge Rack Mount Distribution Panel, 120VAC 60A, 12-15A Circuit - $2,450.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
49	43221700			EA	$102.000000

Description: Fixed network equipment and components

Extended Description:
Equipment Support

#DS3750285 Breaker Kit 3 each Airpax 15 amp Snapac, for AC Edge or DC Edge - $102.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
50	43221700			EA	$120.000000

Description: Fixed network equipment and components

Extended Description:
Equipment Support

#DSTSJ48CLT SPD, RJ-45 or Hardware connected for T1/E1, Protects 4 wires - $120.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
51	43221700			EA	$88.000000

Description: Fixed network equipment and components

Extended Description:
Equipment Support

#DSTSJADP Rack Mount Ground Bar, 19 in for TSJ and WSH series Data SPDS - $88.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
52	43221700			EA	$3,098.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#DS2247AAC Audio Combiner Panel AC - $3,098.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
53	43221700			EA	$828.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#QGN6424 Punch Block Panel - $828.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
54	43221700			EA	$217.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#BLN6884 Punch Block - $217.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
55	43221700			EA	$5,000.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#DLN6569 FRU: GCP 8000/GCM 8000 - $5,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
56	43221700			EA	$206.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#DLN6898 FRU: Fan Module - $206.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
57	43221700			EA	$2,200.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#DLN6761 FRU Power Supply - $2,200.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
58	43221700			EA	$25.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#DLN6455 Configuration/Service Software - $25.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
59	43221700			EA	$11,830.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#B1934 MCC 7500 Voice Processor Module FRU - $11,830.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
60	43221700			EA	$32.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#30009351001 DC Cable Assy - $32.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
61	43221700			EA	$150.000000

Description: Fixed network equipment and components

Extended Description:
Analog Audio Support

#01009513002 Pwr Sply 108W AC Inp 12VDC out W18 - $150.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
62	43221700			EA	$1,100.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#L3468 MCC Series I/O Shelf w/controller & Cable - $1,100.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
63	43221700			EA	$800.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#TT04532AA ADD: MCC Series I/O Module II - $800.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
64	43221700			EA	$3,000.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#CA01644AA ADD: MCC 7500/MCC 7100 ADV Convl Operation - $3,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
65	43221700			EA	$2,490.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#DSF1DC116H LCD Rack Console, 16 Port Pro3 KVM Switch - $2,490.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
66	43221700			EA	$145.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#DSRM114R2 Heavy Duty Equipment Shelf - $145.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
67	43221700			EA	$1,250.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#T7537B KVL 4000 PDA Snap-On - $1,250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
68	43221700			EA	$250.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#U239AD ADD: Astro 25 Mode - $250.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
69	43221700			EA	$8.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#CA01598AA ADD: AC Line Cord US - $8.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
70	43221700			EA	$750.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#CA00182AP ADD: AES Encryption Software - $750.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
71	43221700			EA	$300.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#CA00243AG ADD: ADP Privacy - $300.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
72	43221700			EA	$110.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#RMN5077B Supraplus Single Muff Headset - $110.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
73	43221700			EA	$149.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#RMN5078B Supraplus NC Single Muff Headset - $149.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
74	43221700			EA	$117.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#RMN5079B Supraplus Dual Muff Headset - $117.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
75	43221700			EA	$139.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

#RMN5080B Supraplus NC Dual Muff Headset - $139.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
76	43221700			EA	$2,000.000000

Description: Fixed network equipment and components

Extended Description:
Optional Equipment

Mororola System Technologist
(Day of Consultation) - $2,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
77	43221700			EA	$200.000000

Description: Fixed network equipment and components

Extended Description:
MCC 7500 Dispatch Console Operator Position

#B1913 MCC Series Headset Jack $200.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
78	43221700			EA	$34,155.000000

Description: Fixed network equipment and components

Extended Description:
AIS Server

Total Order Amount	Open End

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Addendum to Motorola CSA

In addition to the terms and conditions contained in the Motorola documents and the modified WV-96A associated with the sole source posting and resulting contract identified as CMA DPS1500000004, the parties agree that the following terms are incorporated into the aforementioned contract as if they were originally contained therein.

ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchase or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's

policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

Motorola Solutions, Inc.

By: _____

Name: Jacquelyn M. Wasni

Title: MSSSI Vice President

Agency

By: Carole Woodyard

Name: Carole Woodyard

Title: Director of Purchasing

Approved as to form by:
West Virginia Attorney General

By: J. Robert Leslie

Name: J. Robert Leslie

Title: Sr. Deputy A.G.

West Virginia Purchasing Division

By: _____

Name: DAVID FINCHER

Title: DIRECTOR

WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to another State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. ~~**LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.~~
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agreesto pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to arefund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA	VENDOR
Spending Unit: WV State Police	Company Name: Motorola Solutions, Inc.
Signed: Carole Hoodyard	Signed:
Title: Director of Purchasing	Title: Jacquelyn M. Wasni, MSSSI Vice President
Date: 3/31/15	Date: March 27, 2015

Agreement Addendum to WV-96A *

The vendor and the agency agree to delete Paragraph 13 of the WV-96A Agreement Addendum for Software and insert in lieu thereof the following:

"Vendor agrees to indemnify Agency for the negligent or intentional acts of its officers, employees, servants and agent in connection with the performance of this Agreement. Except for claims related to personal injury, death, or damages to personal property, Vendor's total liability shall be limited to its warranty and the contract value. In no event shall Vendor be liable for special, consequential, or incidental damages."

ACCEPTED BY:

WEST VIRGINIA STATE POLICE	MOTOROLA SOLUTIONS, INC.
Signed: Carole Woodyard	Signed:
Title: Director of Purchasing	Title: MSSSI Vice President
Date: 3/31/15	Date: March 27, 2015

* This addendum is subject to acceptance of the attached addendum modification that the parties have previously agreed to.

APPROVED AS TO FORM PRIOR TO ACKNOWLEDGEMENT THEREOF, THIS 2nd day of February, 2009
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL
By: Dawn E. Warfield
DEPUTY ATTORNEY GENERAL

WEST VIRGINIA STATE POLICE DISPATCH PROPOSAL

Version	Date	Author	Comment
1.0	Dec 12, 2014	P. Marotta	Original

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Motorola Solutions, Inc.
1301 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

12 December 2014

1/Lt G/E/ McCabe
Director of Information Services
West Virginia State Police
725 Jefferson Road
South Charleston, WV 25309

Subject: **WV STATE POLICE DISPATCH PROPOSAL**

Dear 1/Lt McCabe,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide West Virginia State Police Department wth quality communications equipment. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.
To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, and software. Specifically, this solution provides:

- MCC 7500 Dispatch Consoles
- Conventional Channel Gateway
- Recording solutions

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. WV SPD may accept the proposal by delivering to Motorola the CSA signed by WV SPD. Alternatively, Motorola will be pleased to address any concerns WV SPD may have regarding the proposal. Please direct any questions to your Motorola account executive, Peter Marotta, at 304-860-5051.

Motorola appreciates your interest in our company, products, and services. We look forward to continuing our relationship and implementing this project with WV SPD.

Sincerely,

Motorola Solutions, Inc.

SECTION 1

SYSTEM DESCRIPTION

1.1 PROJECT OVERVIEW

Motorola's proposed dispatch solution for West Virginia State Police Department, (WV SPD) is our MCC7500 Dispatch Console.

This solution will offer IP-based seamless connectivity between WV SPD's dispatch operators and field personnel. The MCC7500 Dispatch Console will provide WV SPD with a scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

A description of the console features and benefits, system architecture, and hardware components follow.

Motorola has taken great care to propose an offering that will provide the WV SPD with a radio solution that meets their needs.

1.2 MCC7500 DISPATCH CONSOLE

1.2.1 Overview

The Motorola MCC 7500 Dispatch Console is Motorola's mission critical IP high-tier radio dispatch console system. The MCC 7500 dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows® operating system, utilizing the industry standard PC platform. MCC 7500's highly recognizable icons are designed to reduce user training time, and allow dispatchers to manage information more productively.

1.2.2 Features and Benefits

The MCC7500 is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Designed for effective, flexible dispatch communications, the MCC 7500 Dispatch Console can provide a range of valuable features:

- Seamless integration with ASTRO® 25 trunk systems.
- **IP Network** – The MCC 7500 supports the IP protocols of the ASTRO 25 system's transport network.
- **End-to-End Encryption** – Encryption and decryption occurs in the dispatch consoles, allowing true end-to-end encryption in the radio system. (not included)
- **Centralized System Management** – The MCC 7500 console system is configured and managed by the ASTRO 25 system's configuration manager, fault manager, and performance reporting applications. This provides WV SPD with a single point for configuring and managing the entire radio system, including the console portion. This information can also be accessed from multiple remote locations, giving WV SPD convenient access while enjoying the benefits of centralized system management.
- **User-Friendly** – MCC 7500's environment features the familiar standards used by other Windows programs worldwide.
  - Screen layout, menus and icons are easy to understand and quickly recognizable by users.

- Easy dispatcher's configuration can be customized via the Elite Admin application.
- Elite Dispatch GUI uses a simple point-and-click response. The dispatcher has the choice of using a mouse, or trackball and the keyboard is not required for day-to-day operations.

MCC7500 Console Configuration for WV SPD

The proposed solution offers WV SPD four (4) MCC7500 Dispatch Consoles to interface into the WV SIRN ASTRO 25 system. Table 1-1 outlines the number of consoles and their location.

Table 1-1: Proposed Console Locations

Location	Equipment
WV State Police South Charleston Facility	Four (4) MCC 7500 operator positions
Malden Master Site – M3 System Zone 2	Licenses added to the existing master site

1.3 MCC7500 CONSOLE SITE ARCHITECTURE

Motorola's MCC 7500 Console Subsystem consists of the following components:

- MCC 7500 Dispatch Console Positions
- AIS Server and Logging Recorder Subsystem (Optional)
- Conventional Channel Gateways
- Conventional Site Controller

In addition, there are two software programs that comprise the MCC 7500 dispatch position– the Elite Dispatch graphical user interface (the dispatching software used to operate the dispatch position) and the Elite Admin application (the administrative software used to define the layout of the Elite dispatch screens).

Various combinations of these components are connected together and to the rest of the ASTRO 25 system via console site routers and switches on an IP network (Figure 1-1).

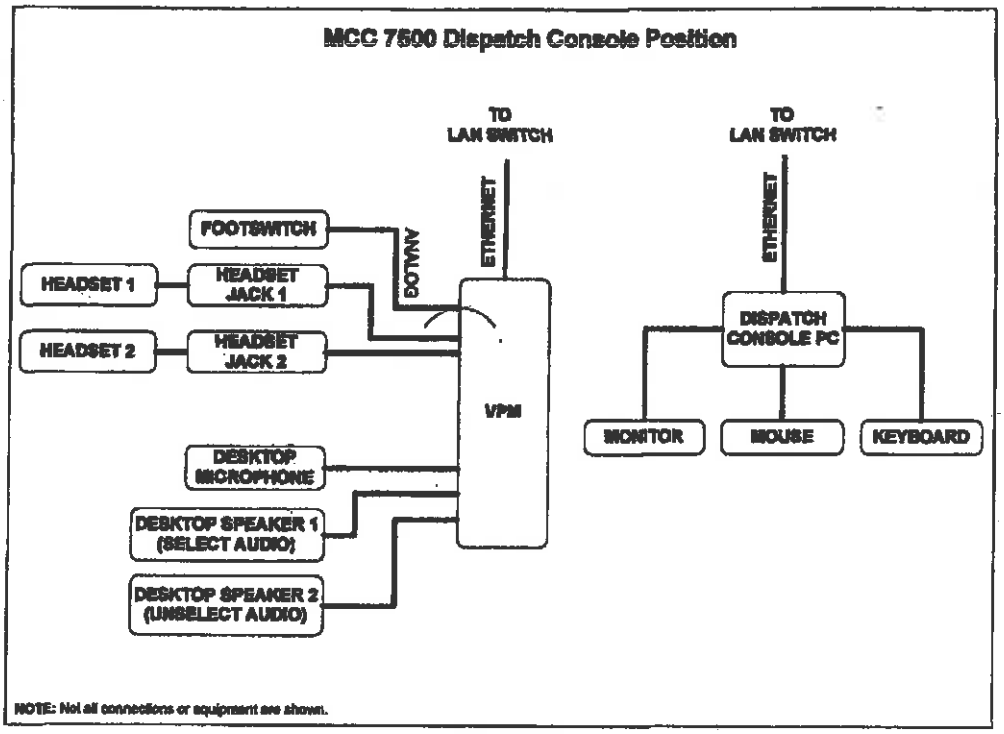


Figure 1-1: Motorola MCC 7500 Dispatch Console Hardware Architecture

The following section of the system description contains descriptions of the above components.

1.3.1 MCC7500 Dispatch Console Position

The proposed Motorola Solutions hardware includes the following equipment at each of the MCC 7500 dispatch positions:

- One (1) Motorola-Certified Personal Computer with keyboard and mouse
- One (1) Voice Processor Module (VPM)
- One (1) Desktop Gooseneck Microphone
- One (1) Headset Jack
- four (4) Desktop Speakers
- One (1) Dual Pedal Footswitch
- One (1) Headset Base with PTT Switch

Headset tops have not been included and will need to be provided by the customer.

This section of the system description contains descriptions of the above components.

The 4 dispatch positions will be loaded with software certified with the ASTRO 25 System Release. Figure 1-2 shows a typical operator position.

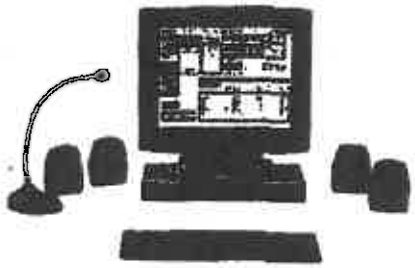


Figure 1-2: MCC7500 Typical Operator Position (shown with 4 speakers)

1.3.1.1 Personal Computer (PC)

The VPM-based dispatch console uses an off-the-shelf personal computer running the Microsoft Windows operating system. The PCs used in ASTRO 25 systems have a minitower form factor and come with a keyboard and mouse. A variety of monitors are supported, including both touch and non-touch operation.

The proposed system includes a certified workstation. WV SPD will need to furnish the Screen Monitor for each position.

The model computer being proposed will be capable of operating the ASTRO 7.11 software platform.

1.3.1.2 Voice Processing Module (VPM)

The VPM connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. The VPM performs the digital-to-analog and analog-to-digital conversions for all analog audio flowing into or out of the dispatch console. The VPM provides all the audio processing services for the VPM-based dispatch console. The VPM is capable of providing encryption/decryption services (Encryption capability is not included in this proposal). The voice card within the VPM provides the vocoding and audio processing services for the dispatch console. It is capable of supporting IMBE vocoder algorithms for ASTRO 25 operation, as well as supporting audio level adjustments, summing, and filtering, and can support multiple simultaneous streams of audio.

The VPM is designed so it can be mounted in furniture, placed on top of a writing surface, or mounted in an EIA 19 inch rack. It is also capable of supporting monitors weighing up to 80 pounds (36 kg) standing on top of it. The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

The VPM has connectors for the following devices:

- One desktop microphone
- Two headset jacks
- Four desktop speakers
- One logging recorder
- One radio instant recall recorder
- One external telephone set
- One external paging encoder
- One footswitch
- Voice Card

The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

Figure 1-3 shows the hardware architecture of the Motorola MCC 7500 Dispatch Console.

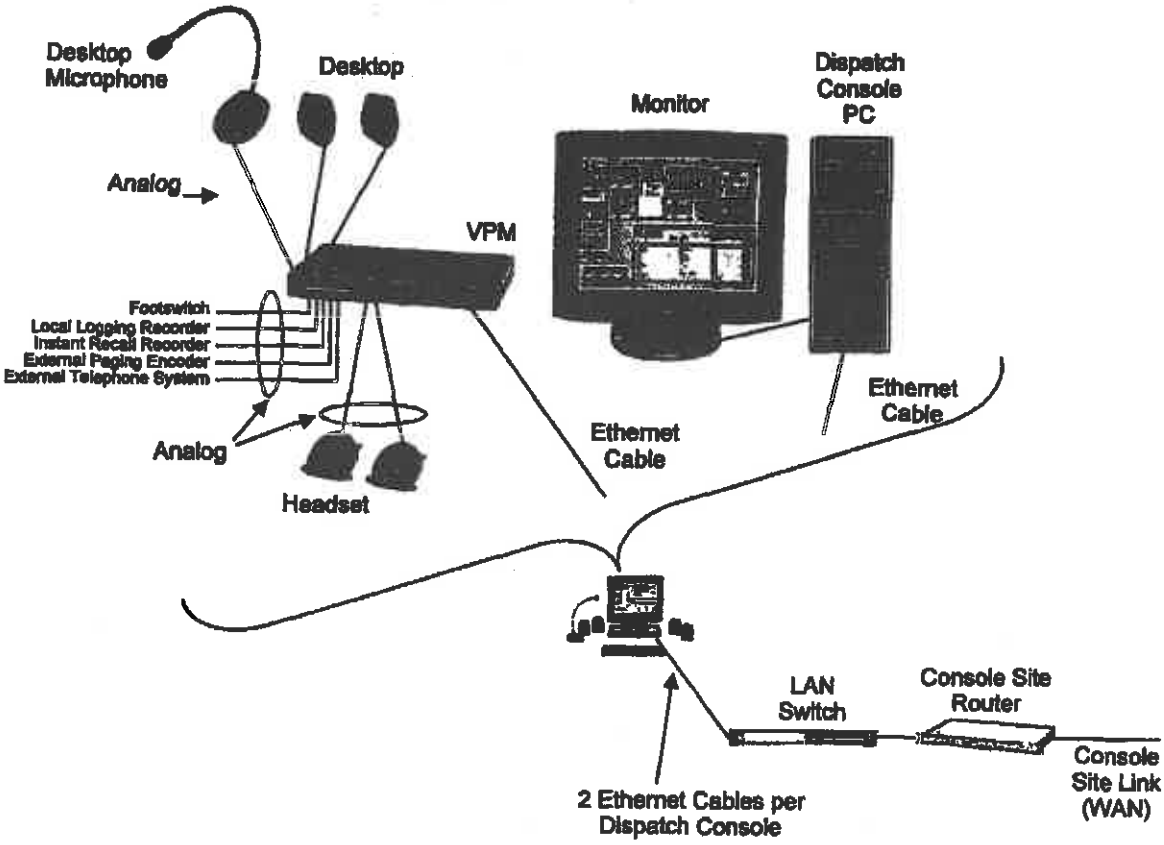


Figure 1-3: Motorola MCC 7500 IP Dispatch Console Hardware Architecture (with VPM)

1.3.1.3 MCC Series Desktop Microphone

The MCC 7500 Dispatch Console is capable of supporting a single MCC Series Desktop Gooseneck Microphone. The MCC Series Desktop Gooseneck Microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes 1 gooseneck microphone per position.

1.3.1.4 MCC Series Headset Jack

A dispatch console is capable of supporting up to two MCC Series headset jacks. A headset jack allows a dispatcher to use a headset while operating the dispatch console. The headset jack contains two volume controls; one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack allows customers to use headsets which both decrease the ambient noise in a control room and reduce the effect of any ambient noise on console transmissions. This improves the quality of the audio being transmitted from the control room and allows the dispatchers to hear received audio more clearly.

The proposed system includes 1 headset jack per position.

***Headset tops have not* been included, and can be added upon request.**

1.3.1.5 MCC Series Desktop Speaker

A dispatch console is capable of supporting up to four MCC Series Desktop Speakers through which audio is presented to a dispatcher. Each speaker on a dispatch console contains unique audio; that is an audio source cannot appear in multiple speakers at a single dispatch console.

The speaker is a self-contained unit which may be placed on a desktop, mounted in a rack/furniture, mounted on a wall or mounted on a computer monitor. The speaker provides the user with a continuous volume control knob. This serves as a master volume control for all the audio which appears in the speaker. When the user adjusts this volume control, all the audio in the speaker is increased or decreased by the same amount.

The proposed system includes 4 speakers per position.

1.3.1.6 Footswitch (included)

The dispatch console is capable of supporting a single footswitch. The footswitch can contain either one of two pedals. If a footswitch with one pedal is used, the pedal controls the General Transmit feature. If a footswitch with two pedals is used, one pedal controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes 1 footswitch per position.

1.3.1.7 Dual Instant Recall Recorder (included)

The Dual Instant Recall Recorder (IRR) software (CD format) allows users to record the audio from two different sources (e.g., radio and telephone), digitally on a personal computer (the software can also be configured to operate as a single channel IRR). The system uses an individual PC where the recording files are stored on the PC's hard drive. The Instant Recall Recorder keeps a database of all recordings, which allows for convenient "point and click" search and playback of any recordings. Once the software is installed on your PC, the functions are controlled through a Graphical User Interface (GUI) icon.

In addition, the Instant Retrieval Recorder has numerous special features; such as the ability to attach text documents to recordings, a security system, multiple playback (which allows the user to playback more than one recording at the same time), and real time audio monitor (which allows the user to listen to the last ten minutes of a recording in progress without being required to stop recording to be able to listen).

The Instant Retrieval window allows the user to immediately access the recordings. The Instant Retrieval window initially opens on the newest recordings, but allows access to any recordings on the system. The recording can also be saved to the .WAV file that the user specifies. This is useful if the user wants to save a specific recording to a CD or hard disk.

The proposed system includes dual IRR per position.

1.3.1.8 Elite Dispatch Graphical User Interface

The Motorola MCC 7500 dispatch console uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatcher. The Elite Dispatch GUI is efficient, easy to use, and intuitive having been refined and proven through years of use in public safety dispatch centers around the world.

An example of the Elite Dispatch GUI is shown in Figure 1-4.

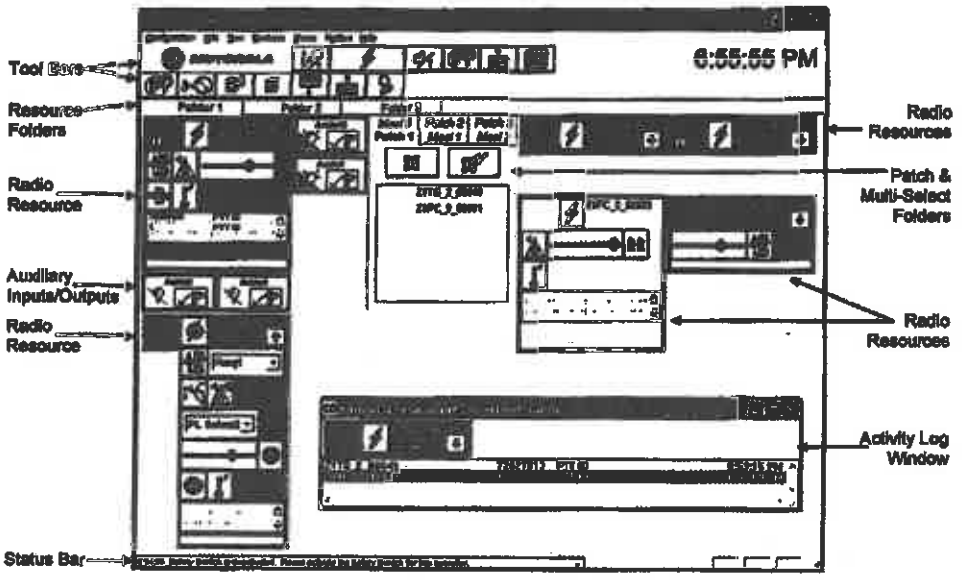


Figure 1-4: Elite Dispatch GUI

The Elite Dispatch GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays and features which are familiar to anyone who has caused Windows-based applications. These features are described in greater detail in the following sections.

1.3.1.8.1 Pull-Down Menus

The dispatcher is able to access features and functions through the pull-down menus. The Elite Dispatch GUI provides the following pull-down menus on a menu bar across the top of the dispatch window.

- **Configuration** – Provides access to the configuration files used by the Elite Dispatch GUI. Also allows the dispatch application to be exited.
- **Edit** – Allows various aspects of how audio, resources and features are presented to the user on the Elite Dispatch GUI to be edited. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
- **View** – Allows the dispatcher to control whether or not the Activity Log and Auxiliary I/O Windows are shown.
- **Folders** – Allows the dispatcher to switch between folders, add folders and change the folder tab width. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
- **Help** – Provides access to detailed online help for using the Elite Dispatch GUI.

The user may customize which menus are displayed and what they contain via the Elite Admin application.

1.3.1.8.2 Toolbars

The toolbar is a row of icon buttons located at the top of the dispatch window. Up to two toolbars may be present and may be used to provide quick access to frequently used features. The following are examples of the items which may be placed in the toolbars:

- Clock
- General Transmit Button
- Monitor Button
- All Mute Button

There are many other items which may be placed in the toolbars. The Elite Admin application is used to define how many toolbars are displayed and what they contain.

1.3.1.8.3 Status Line

A status bar is provided across the bottom of the dispatch window for viewing the status of the dispatch console, as well as various error messages. The most current status or error message is displayed in the status line until cleared by the dispatcher. The dispatcher may scroll through the last ten statuses/error messages to view them and may clear them by using the Features menu on the menu bar.

1.3.1.8.4 Resource Folders

The Elite Dispatch GUI provides up to six resource folders for organizing the various resources (radio resources, auxiliary input/output resources, etc.) that are assigned to the dispatch console. These folders may be given descriptive names to simplify the organization of the resources.

The resources on a folder are displayed when the dispatcher clicks on the folder tab. Resources on folders which are hidden behind the one being displayed continue to operate in a normal manner. Radio resource audio on a hidden folder appears in the appropriate speakers/headsets along with a visual call indication on the folder tab. If an emergency alarm or call is received on a radio resource which is located on a hidden folder, a visual emergency indication is displayed on the folder tab.

A resource may be placed on more than one folder at the same time. This allows WV SPD to create folders for special situations without having to move resources back and forth between folders.

The Elite Admin application is used to configure how many folders appear on the Elite Dispatch GUI and which resources appear on each folder. It is also used to put descriptive names on the folder tabs.

During dispatch operations the dispatcher may, if so configured by the Elite Admin application, be able to add, remove or move resources on the folders. It this is done these changes are not saved if the user logs out of or changes configuration files for the dispatch application.

Radio Resources

Voice communication paths in the radio system are represented as radio resources – also referred to as tiles – on the Elite Dispatch GUI. These radio resources are used by the dispatcher to communicate on and control the radio system.

The following radio resources are supported:

- Trunked Talkgroups

- Trunked Announcement Groups
- Trunked Private Calls
- Analog Conventional Channels

Indicators and Controls

A radio resource contains indicators and controls that allow the dispatcher to monitor and control various aspects of the radio channel. Examples of the indicators and controls which may appear on a radio resource include:

- Instant Transmit Button
- Transmit Active/Transmit Busy Indications
- Patch Active/Patch Busy Indications
- Received Call Indication
- Received Call Stack
- Individual Volume Control

The types of indicators and controls which appear on the radio resource depend on the type of radio channel it represents, and how it has been configured in the Elite Admin application. The radio resource may be configured as a compressed resource, a larger compressed resource or an expanded resource.

- **Compressed Resource** – Allows the dispatcher to hide the indicators and controls the radio resource (Figure 1-5). The small arrow button opens and closes the resource to show the controls and indicators. This saves a tremendous amount of space on the screen by allowing the dispatcher to view only the most critical information for any given channel. This type of display is ideal for dispatchers monitoring several different channels where space in the resource folder is at a premium.

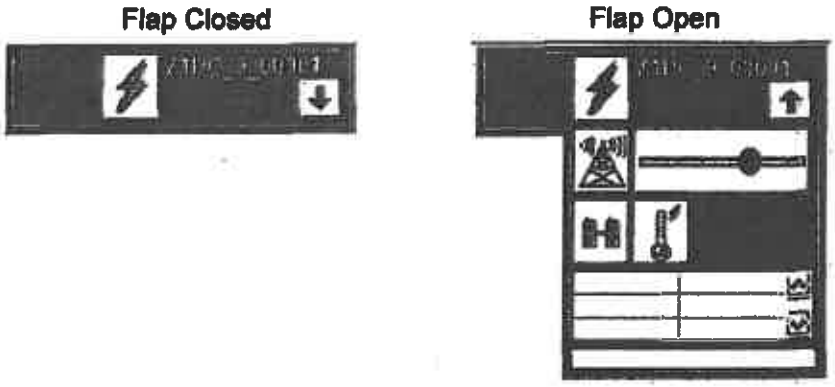


Figure 1-5: Compressed Radio Resource

- **Larger Compressed Resource** – A radio resource that always shows some of the indicators and controls, but allows the dispatch console to hide some of the others (Figure 1-6).

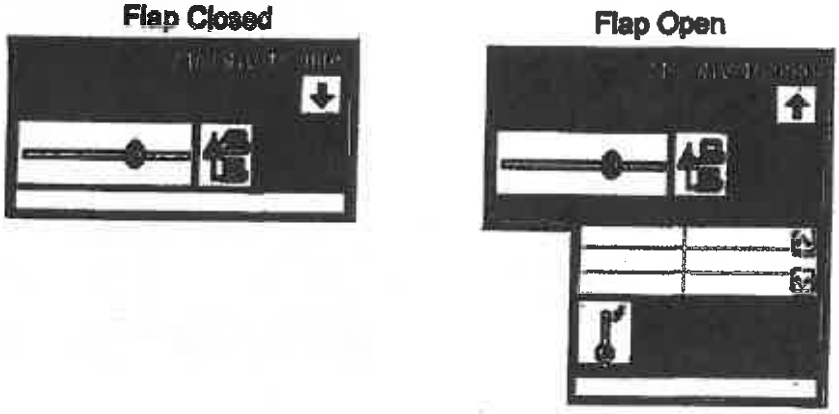


Figure 1-6: Larger Compressed Radio Resource

- **Expanded Resource** – This radio resource always shows the indicators and controls (Figure 1-7) and cannot be compressed. The expanded version provides the advantage of a single-button press for any function. It is ideal for dispatchers who are only monitoring a few channels/talk groups and where space in the resource folder is not at a premium.

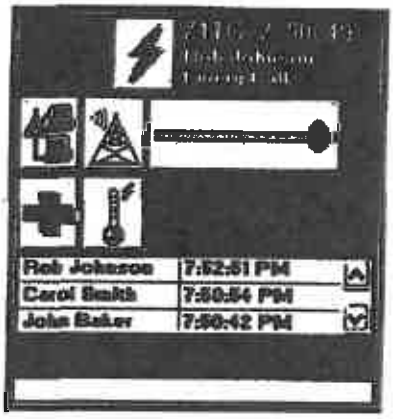


Figure 1-7: Expanded Radio Resource

Any activity or change on a radio resource appears on all dispatch consoles that have that resource assigned on them.

Received Call Stack

The received call stack provides the dispatcher with a visual record of the most recent inbound calls on radio resources. This allows the dispatcher to keep track of calls during busy traffic periods.

The calls are displayed in list format on a radio resource, with the most recent calls at the top of the list. The number of calls displayed in the list is configurable, as is the type of information displayed. The types of information that can be displayed include: unit ID, unit ID alias, site ID, zone ID, type of call and time. If an alias is available for a piece of information, it is displayed; otherwise the raw information is displayed. Figure 1-8 shows a radio resource containing a received call stack.

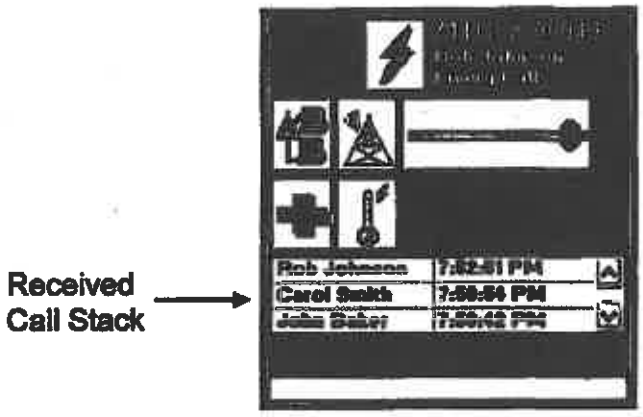


Figure 1-8: Received Call Stack on a Radio Resource

The received call stack has a fixed memory of 25 calls, but the number of calls which are displayed is configurable via the Elite Admin application. Regardless of how many calls are actually displayed, the dispatcher can always scroll through all 25 calls in the stack's memory.

The dispatcher can delete individual calls from the received call stack. All of the calls listed in a received call stack can also be deleted with a single action.

1.3.1.8.5 Auxiliary Input and Output Resources

Auxiliary inputs and outputs (Aux I/Os) allow WV SPD to control external devices via relay closures and sense the state of external devices via input buffers from the MCC 7500 Dispatch Console.

The Aux I/O resources are represented by various graphical icons that change their appearance based on the state of the resource. The Elite Admin application is used to associate a particular icon with a specific input or output. Examples of some of the icons which may be used are shown in Figure 1-9.

Icon for Input Buffer (shown in Active State)

Icon for Control Relay (shown in Active State)

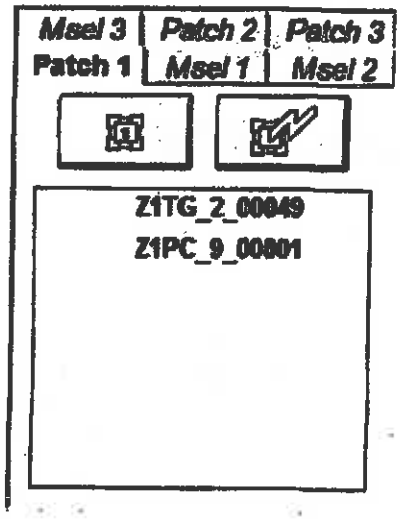
Icon for Control Relay (shown in Inactive State)

Figure 1-9: Auxiliary Input/Output Resource Icons

1.3.1.8.6 Patch and Multi-Select Folders

The patch and multi-select features are accessed via a set of dedicated folders on the Elite Dispatch GUI. These folders are smaller than the resource folders, and may be placed on the screen to suit the dispatcher's preferences. The placement is done in the Elite Admin application. There can be up to sixteen patch folders and three multi-select folders.

Patch Folders



Patch Folders

Clicking on one of the patch folder tabs brings it into view. The patch group is then opened by clicking on the left-most button on the folder. Once the patch group is open, the patch group is editable and members may be added or removed from the patch group by clicking on the desired radio resources. Note that patch groups are active whenever there are members assigned to them. This is true even if the patch group is not open.

The members of the patch group are shown on the patch folder along with the status of each member (patched or pending). The resources in the patch also show an indication that they are in a patch group.

Some patch groups contain members which were pre-assigned by the Elite Admin application. These patch groups become active as soon as possible after the dispatch console begins using the configuration file which contains the pre-assigned patch groups. The dispatcher can add/remove members from the pre-assigned patch group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.

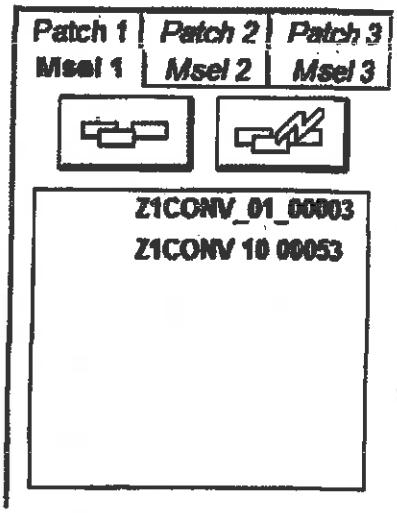
A patch transmit button is provided on the patch folder to allow the dispatcher to easily transmit on all members of the patch group with a single button press.

Multi-Select Folder

Clicking on one of the multi-select folder tabs brings it into view. The multi-select group is then opened by clicking on the left-most button on the folder. Once the multi-select group is open, the multi-select becomes active, and members can be added or removed from the group by clicking on the desired radio resources. Closing the multi-select folder (by clicking on the left-most button a second time) deactivates the multi-select group.

> ***Note:*** This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups active simultaneously.

The members of the multi-select group are shown on the multi-select folder.



Muiti-Select Folder

Some multi-select groups contain members which were pre-assigned by the Elite Admin application. The dispatcher can add/remove members from the pre-assigned multi-select group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.

1.3.1.8.7 Activity Log Window

The dispatcher can use the activity log window as a point of reference for all calls coming into the dispatch console. The activity log shows call information associated with all incoming radio calls including the name of the radio resource and the time of the call. Incoming calls from all radio resources assigned to the dispatch console are displayed in the activity log.

Figure 1-10 shows an example of an activity log window.

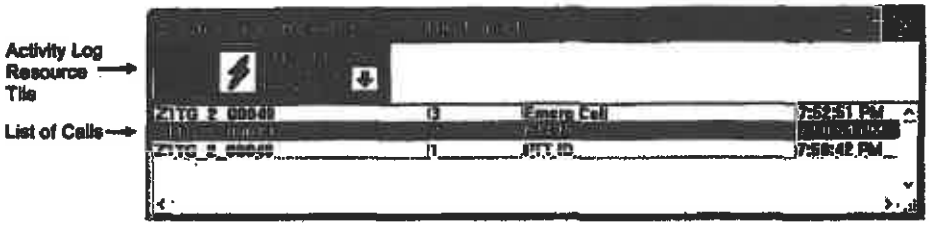


Figure 1-10: Activity Log Window

Up to 1000 calls can be held in the activity log. The most recent call is in top of the list and the oldest is at the bottom. Once the list is filled, the oldest calls are discarded as new calls come in. the dispatcher may resize the activity log to show various numbers of calls. For example, when there is light activity, the dispatcher may choose to only show a few calls. During busy hours, the dispatcher may view more calls by simply dragging the lower right hand corner of the activity log (making it longer) to see additional calls.

Dispatchers may respond to incoming calls by clicking on a call in the list. Once a call is selected, the entry appears highlighted and the name of the radio resource appears at the top of the activity log. The dispatcher can then press the instant transmit button on the activity log resource tile to communicate with that radio resource.

The information displayed by the activity log can be customized to suit the dispatcher's needs. The activity log can be configured to show combinations of Resource Name, Unit ID or Alias, Status Number or Alias, Receiving Site ID, Receiving Zone ID and Time. This configuration is done via the Elite Admin application and, if so configured, via the dispatcher interface.

The Elite Admin application controls whether or not a dispatch console has the capability of displaying the activity log. If a dispatch console is given the capability, the dispatcher has the ability to view or not view the activity log based on their needs.

The number of lines that are initially displayed by the activity log is configurable via the Elite Admin application or the dispatcher interface. The number of lines that are displayed may also be changed in real time by changing the size of the activity log window. The user can scroll through all the entries in the activity log, even if they cannot all be displayed at once.

1.3.1.8.8 Help

The dispatch console is designed to allow the dispatcher to quickly access information on how to use its features. There are three types of help available to the dispatcher: Online, Micro and Tool Tips.

Online Help

Online Help provides detailed information on how to use the dispatch console. The user accesses Online Help via the Help menu on the menu bar. The user can search for topics or key words to

quickly find the desired information or the user can use a table of contents to find the information. The information is displayed in a pop-up window on the dispatch user interface.

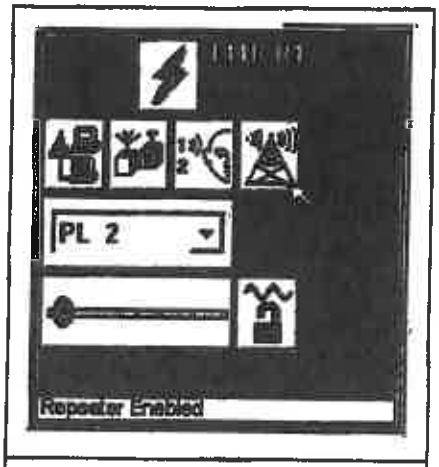
Online Help allows new dispatchers to shorten their learning curve and more experienced dispatchers to quickly remember how to operate seldom-used features.

Micro Help

Micro Help provides information about the state of controls or indicators in a resource tile. When the cursor is placed over a control or indicator on a resource tile, a description of the control or indicator's state is given across the bottom of the resource tile. The text across the bottom of the resource describes the icon the cursor is pointing to.

The text displayed by the Micro Help feature may be edited via the Elite Admin application.

Micro Help allows a dispatcher to view the status of a control or indicator textually instead of graphically.



Micro Help on a Radio Resource

Tool Tips Help

Tool Tips Help provides information about tool bar buttons and menu bar menus to the dispatcher. When the cursor is placed over a tool bar button, the button's name appears in a small pop-up window next to the cursor, and a short explanation of the button appears in the status bar at the bottom of the dispatch user interface window. When the cursor is moved across a menu item in a menu, a description of the menu item appears in the status bar at the bottom of the dispatch user interface window.

The text displayed by the Tool Tips feature may be edited via the Elite Admin application.

Tool Tips allow a dispatcher to quickly see a short explanation of the button or menu item of interest.

1.3.1.9 Elite Admin Application

The Elite Dispatch GUI screens are configured using the Elite Admin application. This application is designed to be extremely flexible. It allows the administrator to make the screen look very simple with minimal icons and channels, or more sophisticated with many folders and channels. The Elite Admin application allows supervisors to create screens that can be used by multiple dispatchers (accessed over the network) or even a customized screen per dispatcher. Each screen configuration may be password protected to ensure proper use and control. All of the screen configurations are stored on the server. Once the screens are downloaded to a particular dispatch position, the configuration is run independently from the server and LAN.

Through the Elite Admin application the supervisor can perform functions including:

- Create new configurations (for any operator).
- Enable or disable operator positions.
- Modify existing configurations.
- Assign/de-assign radio resources to various folders and determine location.
- Determine audio routing of resources to speakers.
- Set initial volume level of radio and phone resources.
- Determine icons used for AUX I/Os.
- Determine if Auxiliary I/Os are safety switch protected, and have an audible alarm.

- Determine items that should go on the toolbar and where they should be placed.
- Create pre-assigned patch/multi-select/primary groups.
- Determine if the activity log is shown initially and where on the screen it is shown (dispatchers may still hide or show the activity log).
- Assign/de-assign radio and auxiliary input/output resources to various folders.
- Determine where features are placed on each radio resource.
- Determine the size of each radio resource (compressed, larger compressed or expanded).

1.3.2 Logging Recorder Subsystem (optional)

The proposed optional logging recorder solution for WV SPD will be able to record both radio traffic and telephony traffic. The solution has been sized to record up to 30 IP Radio Channels and 24 Analog Channels.

A typical logging recorder subsystem is composed of the following components:

- Radio Logging Recorder
- Telephony Logging Recorder
- One Archiving Interface Server (AIS) with VPM
- A Single Playback Application

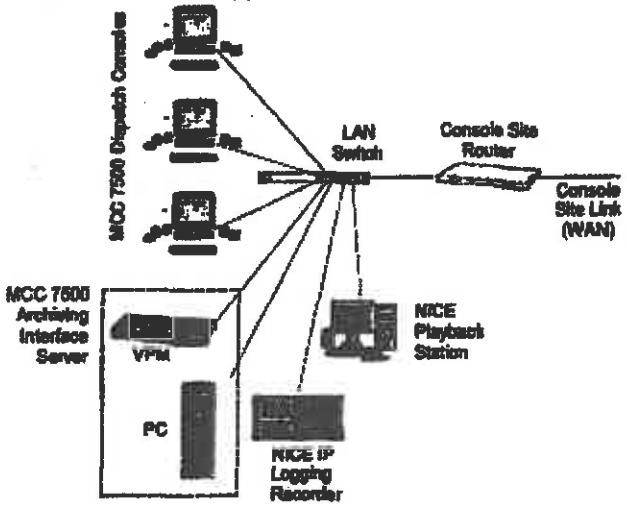


Figure 1-11: Motorola MCC7500 VPM-Based AIS Hardware Architecture in conjunction with an IP only Logging Recorder.

1.3.2.1 Archiving Interface Server (included)

The MCC 7500 Archiving Interface Server (AIS) provides an interface between the radio system and a third party logging recorder. The recorder system uses the AIS to specify which talkgroups and conventional channels it wishes to record. The AIS passes call control information and vocoded audio packets associated with radio calls to the recorder system via the LAN for storage and retrieval.

This allows calls on the radio system to be recorded together with information associated with the calls. Certain non-call radio system events (for example, emergency alarms, changing frequencies on multi-frequency conventional stations, etc.) may also be recorded.

Keeping the audio in its vocoded format allows the recorder to store it in the exact form in which it was passed through the radio system. This completely eliminates any degradation of the audio quality due to compression techniques used by most recorder vendors.

Because the API allows call control data to be passed to the recorder system, customers are able to

- See who originated the call (unit ID and/or alias)
- See the type of call (talkgroup, emergency, conventional)
- See when certain radio events occurred (emergency acknowledgement/knockdown, changes in frequency or PL selection, etc)

The AIS requires a monitor, mouse, and keyboard for software installation purposes only. After the software installation is complete, the AIS directs the traffic between the radio system and the Logging Recorder.

The proposed system includes one (1) Archiving Interface Server. WV SPD will need to furnish a Monitor and user input device for AIS operation.

1.3.3 Radio Logging Recorder (Optional)

The proposed system includes a Motorola IP Radio Logging recorder made by NICE systems. It was developed specifically for Motorola's ASTRO P25 systems and was both tested and certified by Motorola to ensure seamless integration with our radio systems.

The radio logging recorder provides a user interface that enables a user to identify actions/calls that occurred on the radio system, choose the desired call to be reviewed, and play back the audio for that call through playback stations. The recorder reconstructs the playback audio from the vocoded samples that are sent to the logging subsystem when the call occurred ensuring that the audio quality is equal to that of the original transmission.

The MCC7500 NICE radio logging recorder can support the following call types and events:

Types of radio system calls capable of being processed:

- Analog Conventional PTT Call
- Advanced Securenet PTT Call
- MDC 1200 PTT Call
- MDC 1200 Emergency Call
- MDC 1200 Voice Selective Call
- MDC 1200 Remote Monitor
- ASTRO 25 Conventional PTT Call (secure and clear)
- ASTRO 25 Conventional Emergency Call (secure and clear)
- ASTRO 25 Conventional Voice Selective Call (secure and clear)
- ASTRO 25 Conventional Remote Monitor (secure and clear)
- Trunking Talkgroup Call (secure and clear)
- Trunking Announcement Group Call (secure and clear)
- Trunking Emergency Call (secure and clear)
- Trunking Remote Monitor (secure and clear)

Types of trunking radio system events capable of being processed:

- Emergency Alarm
- Emergency Acknowledge
- Emergency Knockdown

- Radio Status
- Repeater On/Off
- System Access Priority Selection (Tactical/Normal)
- Call Alert

Types of conventional radio system events capable of being processed:

- Emergency Alarm (ASTRO 25 conventional and MDC 1200)
- Emergency Acknowledge (ASTRO 25 conventional and MDC 1200)
- Emergency Knockdown (ASTRO 25 conventional and MDC 1200)
- Call Alert (ASTRO 25 conventional and MDC 1200)
- Frequency Selection (simple analog, MDC 1200 and ASTRO 25 conventional)
- Private Line (PL) Selection (simple analog and MDC 1200 conventional)
- Mute Second Receiver (simple analog and MDC 1200 conventional)
- Repeater On/Off (simple analog, MDC 1200 and ASTRO 25 conventional)
- Wildcard I (simple analog and MDC 1200 conventional)
- Wildcard II (simple analog and MDC 1200 conventional)
- Radio Status Request (ASTRO 25 conventional and MDC 1200)
- Radio Status (ASTRO 25 conventional and MDC 1200)
- Radio Message (ASTRO 25 conventional and MDC 1200)
- Radio Check (ASTRO 25 conventional and MDC 1200)
- Radio Enable/Disable (ASTRO 25 conventional and MDC 1200)
- Secure Key Selection (Advanced Securenet)

Along with the type of call or event, the AIS also processes the following information associated with the call or event.

- Date and Time
- PTT ID and Alias of the initiator of the call or event†
- Talkgroup ID and Alias for trunked calls
- Conventional Channel Alias for conventional calls
- Site ID where the call or event entered the infrastructure
- Zone ID where the call or event entered the infrastructure

The proposed system includes a 30 Channel IP NiceLog recorder with a single playback station.

1.3.4 Telephony Logging Recorder (Optional)

The proposed Telephony logging recorder is the NRX from NICE systems.

The NRX solution is designed to meet the recording and playback needs of small to medium sites supporting up to 200 recording channels in TDM and VoIP environments which can co-exist in the organization. NRX is based on the NICE architecture and will be used to record TDM and VoIP telephony, as well as other analog audio associated with the radio system.

The recorded audio is always summed, incorporating both sides of the call in the same recording and will be compressed to G.729 or G.723.1 (if the VoIP call is already compressed to G.723.1). The solution can be provided as standalone or fully integrated with other NICE applications. This allows organizations to perfectly tailor their solution based on their needs. For multi-site environments, the solution enables centralized administration and storage capabilities providing customers with an easy to use deployment and administration compliance suite.

This NRX system is an all-in-one single box solution. A single NRX system runs on a COTS based platform utilizing small footprint. The solution allows rapid deployment and installation both locally and across several sites.

The NRX recorder included in the proposed system can support up to 24 telephony channels. It can be upgraded as needed to support an increased capacity or analog lines as well. The NRX recorder will be installed outside of the radio network, in the customer's network (CEN). A firewall has been included at the Main Dispatch Center to provide interface to CEN. The NRX logger will be connected to a CEN switch that is assumed to be provided by the customer.

1.3.5 Inform Lite Playback Application (Optional)

Audio and events, which are recorded by both the radio and the telephony recorders, will be accessed through a single NICE Inform Lite application.

Any customer's PC with Windows 7 and located in this CEN can access the Inform Lite application. A dedicated playback workstation and monitor has been included for that purpose. Two Inform Lite licenses are included.

The Inform Lite software displays information, such as logged events and call data, such as audio/event starting time and the duration of transmission.

The replay application included in the proposed system, NICE Inform Lite, includes the following features:

- Live Monitor for supervisors to instantly and unobtrusively 'listen in'
- NICE Inform Verify allowing call takers instant recent call replay functions
- Simple' and 'Advanced' Search queries across sources
- Playback features include: AGC, loop replay, speed control and more
- Annotations in voice and text for any captured interaction
- Spoken date and time on playback to support authentication
- Audit history of every user action
- User preferences - powerful configuration of virtually any element of the application
- Comprehensive, content sensitive 'Help' function

Utilizing NICE Inform, the process of reconstruction, investigation and information-sharing is more complete and efficient. There is a single interface for users to manage the information of the incident including search and retrieval, investigation, creation of an incident package, enriching the incident package with additional information available post incident, and also sharing the information with others.

Inform Lite can support the following capacities:

- Maximum of 5 concurrent user licenses (total of both Reconstruction and Monitor)
- Maximum of up to 352 recording resources (a resource is defined as a Talk Group, a Conventional Radio Channel and/or a recording channel in an analog/digital logger)
- Inform Lite can interface to a maximum of 3 databases. These databases can be a logger or a Master/Primary Inform Server (e.g. 3 loggers or 2 loggers and an Inform server)
- Inform Lite does not support the Organizer Application and its associated Applications (Authentication and Inform Media Player)
- Inform Lite only supports audio recording. It does not support other media recordings such as video, CAD screens, Mapping screens, etc.

The system can be upgraded to Full Inform if additional capability and capacity is required.

1.3.6 Conventional Channel Gateway

Both analog conventional channels and APCO Project 25 compliant digital conventional channels (called ASTRO 25 conventional channels in this document) are seamlessly integrated into ASTRO 25 systems with MCC 7500 consoles. The radio system's controller, configuration manager and fault manager manage these channels in the same way they manage trunked talkgroups.

Conventional Channel Gateways (CCGWs) are used in the MCC 7500 Dispatch Console to connect the dispatchers to analog or digital conventional channels in their system. The CCGW is a GGM8000-based CCGW.

The GGM 8000 that is hosting a CCGW may be solely dedicated to that task or it may also be used as a console site router or an RF site router. In order to also be used as a site router, the WAN link must be either IP-based or smaller than or equal to a T1/E1 and the WAN link must not be redundant.

The site routers cannot be used as CCGWs when redundant site links are used, regardless of the type of router being used.

The GGM 8000-based CCGW contains four 4-wire analog ports and four V.24 ports plus an Ethernet port. Up to four conventional channels can be connected to the analog and V.24 ports on a GGM8000-based CCGW. The four channels can be any mixture of analog, MDC 1200, ACIM Link, digital or mixed mode.

Note that mixed mode channels must use a V.24 port for the digital portion, they cannot use IP.

In addition to the four channels supported on the analog and V.24 ports, the CCGW is also capable of supporting up to ten digital conventional channels via its IP port.

The site routers cannot be used as CCGWs when redundant site links are used, regardless of the type of router being used.

The proposed system includes four (4) GGM8000-based CCGWs, to be co-located at the console site. They will interface to existing conventional resources. The customer will be responsible to bring the conventional circuit termination at this site in order to connect to the CCGWs.

1.3.7 Conventional Site Controller

The conventional site controller allows dispatch console users to continue to access and control local conventional channels if connectivity to the radio system's controller is lost. This mode of operation is often called "fallback operation" or "site conventional operation". Any archiving interface servers located at the console site with the conventional site controller will also continue to record calls on local conventional channels.

A Conventional Site Controller has been included in the proposed system.

1.3.8 Network Management

No Network Manager has been included in the proposed system. The console will require to be configured using an existing Network Manager client. Network Manager clients are pre-existing and utilized for configuration and programming of the existing systems on the network.

1.3.9 Auxiliary Inputs and Outputs

Auxiliary inputs and outputs (Aux I/Os) allow customers to control external devices via relay closures and sense the state of external devices via inputs buffers from the dispatch console. Starting with release 7.8, there are two basic types of Aux I/Os:

- **Public Aux I/Os** are accessible by more than one dispatch console. A change in state of the Aux I/O is reflected across all of the dispatch consoles which have it assigned on their user interfaces. These Aux I/Os are typically physically located in a common location that is shared by all the dispatch consoles.
- **Private Aux I/Os** are accessible by only one dispatch console. A change of the Aux I/O is only reflected at the single position console which has it assigned on its user interface. These Aux I/Os are typically physically located in the hardware of the dispatch console that is controlling it.

1.3.9.1 Public Aux I/O

The Motorola MCC 7500 dispatch console supports Public Aux I/Os by accessing and controlling SDM3000 RTUs and displaying the status of the RTUs' inputs and outputs on the dispatch console graphical user interface (GUI). The graphical user interface displays the inputs and outputs by using the same icons that are used with inputs and outputs on CENTRACOM Gold Series dispatch consoles. A separate GUI to display the inputs and outputs is not required on the dispatch console.

Graphical icons provided by the dispatch console GUI are used to represent both the function and state of relay outputs. For example, an icon consisting of a light bulb may be used to represent a relay output which is controlling lighting of some type. The dispatcher would click on the button associated with the icon to change the state of the relay output and the icon would change between a lighted bulb and an unlighted bulb to reflect the state of the lighting.

Graphical icons are also used to provide a visual indication of both the function and state of external inputs. For example, an icon consisting of a door may be used to represent an external input which is connected to a door position sensor. The door can be shown in the open state when the sensor says the door is open and it can be shown in the closed state when the sensor says it is closed.

Multiple dispatch consoles may monitor and control the same relay output and/or external inputs. In this case, state changes are indicated across all dispatch consoles simultaneously.

Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatcher. A relay output on one dispatch console can be protected by a safety switch while the same relay output on a different dispatch console is not. The resetting of latched inputs may also be protected by using the safety switch.

Note that accessing Public Aux I/Os between zones is not supported. In other words, it is not possible for a dispatch console in one zone to monitor or control a Public Aux I/O in a different zone.

Supported Aux I/O Configurations

The following Aux I/O configurations are supported.

- **Momentary Input** -- This is an input where the user interface always shows the true state of the input. If the input is active, it is shown as active. If it is not active, it is shown as not active.
- **Latched input** - This is an input where the user interface doesn't necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A

dispatcher must manually reset the display to return it to the inactive state. Note that a dispatcher cannot clear the display until the input itself is in the inactive state.

- **Momentary Output** - This is an output relay which is activated when the dispatcher presses the button on the user interface and deactivated when the dispatcher releases the button.
- **Latched Output** - This is an output relay which changes state only when the dispatcher presses the button. The release of the button has no effect on the state of the relay. One press activates the relay; the next press deactivates the relay.
- **Interlocked Latched Output** - This is a latched output relay which is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Pressing the button for a relay automatically deactivates the previously active relay. Pressing the same button twice does not deactivate that relay. There is always one and only one relay active in the group at all times. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated. The maximum number of relays that can be grouped together in an interlocked group is the number of relays in the RTU hosting the interlocked group.

SDM3000 RTU

The MOSCAD SDM3000 RTU is used to support most dispatch console Aux I/O needs. The SDM3000 RTU is rack mountable in a standard 19 inch rack and is one rack unit high.

SDM3000 RTUs can be physically located at console sites, trunking RF sites or analog conventional RF sites. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. This allows much greater flexibility in putting Aux I/Os where they are needed compared to CENTRACOM Gold Series which required all the Aux I/Os to be located in the CEB.

The SDM3000 RTU is capable of supporting up to 16 outputs and 48 inputs. Expansion chassis (each being the same physical size as the SDM3000 RTU) can be added to increase the number of inputs and outputs as follows:

	Number of Output Relays	Number of Input Buffers
Single SDM3000 RTU	16	48
Single SDM3000 RTU with 1 expansion chassis	32	96
Single SDM3000 RTU with 2 expansion chassis	48	144

The proposed system includes one (1) SDM3000 RTU.

1.3.9.2 Private Aux I/O

The Motorola MCC 7500 dispatch console supports four Private Aux I/Os located in the VPM of the dispatch console. The four Private Aux I/Os are dedicated to specific functions and cannot be reprogrammed for other functions. The functions supported by the Private Aux I/Os are:

- **Call on Selected Channel** (called the **Inbound Select Relay** in other documents) - This is a relay which closes when the dispatch console has one or more call indications on the selected channel or channels. The relay opens when the last call indication on a selected channel goes away.
  Note that there does not need to be any audio on the selected channel for the relay to close. All that is required is a call indication.
- **Op PTT** (called the **PTT Relay** in other documents) - This is a relay which closes when any microphone on the dispatch console is open for a transmission to a radio. The relay opens when the microphone is closed after a transmission to a radio. Note that the relay does not close when a

headset microphone is being used to communicate on an external telephone system that is sharing the dispatch console's headset via the Telephone Headset Port on the VPM.

- **Emergency Beacon** (called the **Emergency Activity Relay** in other documents) - This is a relay which closes when there are one or more active emergencies on the dispatch console. The relay opens when the last active emergency is knocked down.
- **Activate Private Relay when Public Aux I/O is Active** (called the **Auxio Alarm Relay** in other documents) - This relay closes when a properly-configured public Aux I/O goes active. The relay can be connected to an external audible or visual indication to draw the dispatcher's attention to the fact that the public Aux I/O is active. The relay remains closed until the dispatcher manually resets it from the dispatch GUI.

The VPM provide single pole Form A relay outputs capable of switching 1A @ 30VDC or 1A @ 30VAC.

1.3.10 Design Details

1.3.10.1 Design Assumptions

1.3.10.2 Site link Capacity

A T1 capacity is sufficient to support the bandwidth required by this design. Future expansion or add-on to the Customer console site will require site link capacity review.

1.3.10.3 Site Connectivity Requirements

ASTRO 25 Digital Systems and the other related subsystems such as consoles require high performance, high reliability link transport systems for site-to-site communications. The transport system is one of the primary enabling technologies for wide area two-way communications. The performance and reliability of the transport system is vital to the overall performance of an ASTRO 25 System.

Motorola's ASTRO 25 network utilizes packet switched IP links to pass voice, data, control, and management information between sites. Interface to the packet transport links is done via industry standard routers and packet switching equipment. Motorola's proposed design and equipment includes these items.

This proposal assumes WV SPD is providing all necessary links via leased T1 circuits. The T1 performance requirements for the WV SPD' System are identical to the requirements on the existing ASTRO 25 System. Motorola specifications for bit error rate (BER), timing delays, and capacity are shown below. Failure to meet these specifications 100 percent of the time will severely and negatively impact system performance.

The specifications below are the minimum requirements for a Zone Master to remote dispatch locations.

Line Coding	B8ZS
Framing Format	ESF
Signaling	Clear Channel
Availability Expectation	99.999%
Compression	None

Clocking	Stratum 2 or better
Dry or Wet Line	Dry (i.e. no -48V present)
Bit Error Rate	1×10^{-6}
Maximum Delay	5 ms one way

1.3.10.4 Redundancy and Fallback Operations

The MCC 7500 console design for WV SPD includes built-in back up capabilities. This system description will discuss the following failure scenarios:

- Loss of connection to the Master Site.
- Conventional Fall Back Operation.

Loss of Connection to the Master Site

There are three ways that the connection to the Master Site can be lost.

- Failure of the link between the console site and the master site.
- Failure of the router.
- Failure of the LAN Switch.

The site router has a single T1 connection to the Master site. If WV SPD-supplied link is lost or if the site routers both fail, then the dispatch center will go into Conventional Fall Back Operation which is explained below.

Conventional Fall Back Operation

If the site router or the link to the Master site fails then the MCC 7500 console system will go into Conventional Fall Back Operation. In Conventional Fallback Operation the console sub-system supports the use of the Conventional Site Controller to allow continued access to local conventional channels.

Conventional fallback operation occurs when the following conditions are met

- A console site loses communications with the radio system's controller.
- The console site contains both dispatch consoles and CCGWs.
- The console site contains a conventional site controller.

When all these conditions are met, the dispatch console and CCGWs will switch over to the conventional site controller, allowing the dispatch console users to access the local conventional channels. All the features normally available on the local conventional channels continue to be available when the console site is in conventional fallback operation. There may be a slight interruption in communications when the console site is switching into or out of conventional fallback operation.

1.4 SUMMARY

Motorola's MCC 7500 Dispatch Console offers WV SPD many enhancements along with flexibility to allow their dispatchers the ability to do their job in the most efficient way possible. Every dispatch position can be configured to reflect the exact needs of those dispatchers, while being able to be changed and modified when needed.

SECTION 2

TRAINING PLAN

2.1 OVERVIEW

Motorola Solutions understands that the successful implementation and use of your communications system depends on effective training. We have developed a training proposal for the WV SPD to ensure a comprehensive understanding of your proposed system and all user equipment. We are leveraging over 75 years of training experience working with customers just like you to provide recommendations for your consideration. The training proposal detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to the WV SPD is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system, and in doing so, directly train your personnel to acquire a level of knowledge to utilize the system at its maximum potential.

The WV SPD personnel will gain in-depth understanding of the power of your new system through education and proficient daily use. Our high-quality training focuses attention on student needs. Training is complemented by our detailed documentation and available continuing education program.

We will collaborate with the WV SPD to develop a final customized training plan that fits your needs and assures that System Administrators, Maintenance Technicians and End Users are skilled in using your new system.

TRAINING APPROACH

Our training solution delivers a combination of online training and field based instructor led training at the WV SPD locations using the operational equipment and classrooms. Motorola Solutions will employ knowledgeable and experienced instructors, well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs and focuses on how-to rather than theory.
- Learning objectives are based upon what students need to accomplish on the job and focus on specific applications or components.
- Hands-on lab opportunities using the WV SPD specific job aids are incorporated into training to maximize the transfer of skills and the retention/reuse of information.

Our instructors bring invaluable experience and first-hand knowledge of public safety systems into their training approach. This experience and knowledge provides them a better understanding of and insight into the practical aspects of the role of the WV SPD Managers, Technicians and End Users. Each has a proven ability to communicate with novice as well as expert personnel.

2.2 COURSES AVAILABLE

Motorola Solutions has identified the following course(s) that are necessary to achieve the training goals for the WV SPD. Course description files for the recommended courses are provided in the matrix below and/or in the training appendix. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- Console Dispatch Supervisors

2.2.1 Console Training Overview (Optional)

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees
MCC7500 Console Operator and Admin Utilizing the Interactive End User Tool Kit Instructor-led (6 training consoles)	Console Dispatch Supervisors	1 (8-hour session)	1		Prior to cutover	7
Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. **Admin Course Synopsis:** This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. **Note:** The operator class is in the first half of the day. The Admin class and Interactive End User Tool Kit will be covered during the second half of the day.						MCC7500 Operator.DOC MCC7500 Supervisor.DOC

No training courses have been included in this proposal.

SECTION 3

STATEMENT OF WORK

3.1 CONTRACT

3.1.1 Contract Award (Milestone)

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

3.1.2 Contract Administration

Motorola Responsibilities:

- Assign a 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 completion.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

3.1.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review (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.

3.2 CONTRACT DESIGN REVIEW

3.2.1 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- 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.
- 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 approved design documents to Motorola. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.

- Prepare equipment layout plans for staging.
- Provide minimum acceptable performance specifications for the T1 link.
- Establish demarcation point to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.
- 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:

- 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.

3.2.2 Design Approval (Milestone) (Asking for clarification)

The Customer executes a Design Approval milestone document.

3.3 ORDER PROCESSING

3.3.1 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.
- Reconcile the equipment list(s) to the Contract.

Customer Responsibilities:

- Provide shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

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.

3.4 MANUFACTURING

3.4.1 Manufacture Motorola Equipment

Motorola Responsibilities:

Manufacture the Motorola fixed, subscribers and non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

None.

Completion Criteria:

FNE shipped to the field.

3.4.2 Ship Equipment to Field

Motorola Responsibilities:

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

Customer Responsibilities:

Customer to provide shipment location.

Completion Criteria:

Equipment ready for shipment to the field.

3.5 CIVIL WORK FOR THE CUSTOMER-PROVIDED FACILITIES

Motorola Responsibilities:

No civil work has been included in this proposal.

Customer Responsibilities:

- 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 (dedicated 20A, AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, 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 obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as contractually required.
- 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.

Completion Criteria:

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

3.6 SYSTEM INSTALLATION

3.6.1 Install Fixed Network Equipment (Milestone)

Motorola Responsibilities:

- Will not provide storage location for the Motorola-provided equipment.
- 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.
- Install system equipment as specified by the Equipment List, System Description, and system drawings.

  Interference:

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

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

- Will interface to the customer-provided T1 connection.
- Provide access to the sites, as necessary.

Completion Criteria:

Fixed Network Equipment installation completed and ready for optimization.

3.6.2 Fixed Network Equipment Installation Complete

All fixed network equipment installed and accepted by the Customer.

3.6.3 Console Installation

Motorola Responsibilities:

- 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:

- Install the console in the space provided by the Customer.
- Perform the console programming, based on the console templates designed during the fleetmapping process.
- 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 talkgroups onto a punchblock, 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 WV SPD supplied ground system in accordance with Motorola's R56 Site Installation standards.
- Provide demarcation point located within 25 feet of the console interface.
- Provide required T1 backhaul.

Completion Criteria:

Console installation is complete.

Design Assumptions:

Motorola has made several system design assumptions in preparing this proposal, which are noted below. Should any of these assumptions be incorrect, Motorola reserves the right to amend the proposal which could result in a change in project scope, schedule, and/or cost. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- This quote does not include considerations for any site specific installation requirements, including but not limited to:
  - HVAC
  - Floor Loading
  - Power sourcing/loading
  - Breaker panel availability
  - Surge suppression, beyond that provided by Motorola for new equipment
- All power/HVAC will be provided by the customer:
  - Equipment power is to be 120V AC
  - The demarcation point will be the circuit distribution devices in the equipment racks.
  - The customer will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment
  - The customer will provide a connection to the building grounding system at each operator position.
- All existing sites or equipment locations will have sufficient space available for the system described. The customer will be responsible to secure the use of existing equipment racks and power/grounding systems for the proposed hardware from existing site owners
- Motorola is not providing any console workspace furniture or enclosures. The customer will be responsible for providing furniture and any custom equipment to accommodate the console operator terminal(s) and to suit individual dispatcher preferences.
- No provisions have been made to provide relay closure/detection for shared AUXI/O resources between the MCC 7500 and the existing consoles as none were identified during the design.
- No logging recorder solution integrated with the radio system network has been included. The Customer-supplied analog logging recorder will be able to record audio via the resources connected to the CCGW only. Talkgroups along with signaling directly coming from the IP radio network will not be able to be accessed by the analog logging recorder. An audio bridge has been included to interface the customer's analog resources to the logging recorder.
- This proposal/design does not make any claims with regards to equivalent functionality between the existing console dispatch equipment/design and the MCC 7500 dispatch equipment.
- The provided CCGWs support conventional stations that utilize four-wire analog E&M (Type II) or Tone-Remote Controlled (TRC) interfaces.
  - Motorola assumes that all existing conventional resources utilize keying methods that are compatible with the provided CCGWs

  - The CCGW does not support DC-controlled, SB9600, or two-wire audio connections.
- AUX I/O functionality has been provided for the dispatch center via a MCC 7500 AUXI/O server depending on the requirement. This server is capable of supporting 16 output relays, 36 high input buffers and 12 low input buffers.
  - Relay outputs are single pole form A that are capable of switching 1A @ 24V (AC or DC)
- Motorola has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
  - Computer Aided Dispatch (CAD)
  - Telephone Interconnect
  - IP Radio Logging recorder or new analog/telephony recorder
- The MCC7500 supports Private AUX I/O connections. The Private AUX I/O functions are limited to:
  - Call on Selected Channel
  - Op PTT
  - Emergency Beacon
  - Activate Private Relay when Public AUXI/O is active
- No provision has been made for a Netclock or another GPS time reference at the console site.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Console encryption has not been included in this proposal as it was identified as not being required during the pre-sale design. It can be added upon request in a proposal and quotation revision if needed.
- No box level or performance spec testing will be conducted.
- Audio bridges are provided to bridge the analog logging recorder to the Tone Remote Control analog resources.
- Core router ports must be available on Master Site system.
- At the time of the customer Console site implementation, the existing master site will be at the 7.11 release.
- No lifecycle services have been included for the console site. Should the master site have lifecycle services when the console is implemented, lifecycle services will need to be ordered separately from this proposal.

3.6.4 Console Installation Complete

Console installation completed and accepted by the Customer.

3.7 SYSTEM OPTIMIZATION

3.7.1 Optimize System FNE

Motorola Responsibilities:

- Create new TNCT configuration for installation into routers by qualified SIRN technician.
- Provide assistance and consultation to enable Console Site presence onto master site at Malden.

Customer Responsibilities:

- Provide access/escort to the sites.
- Set up the consoles on the new radio system to perform the dispatching operation.
- Check audio and data levels to verify factory settings.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Provide required radio ID and alias information to enable alias database setup for interface to console.
- If Motorola Logging Recorder is purchased, define the logging recorder tracks by talkgroup.
- Dispatchers to use the existing conventional system icons for dispatching until cutover.

Completion Criteria:

System FNE optimization is complete.

3.7.2 Optimization Complete

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

3.8 FINALIZE

3.8.1 Final Acceptance (Milestone)

All deliverables completed, as contractually required.

Final System Acceptance received from the Customer.

3.9 PROJECT ADMINISTRATION

3.9.1 Project Status Meetings

Motorola Responsibilities:

- 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.

3.9.2 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).

3.9.3 Change Order Process

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

SECTION 4

SERVICE/WARRANTY

Motorola has the most comprehensive service organization in the Land Mobile Industry. Since 1947, we have been building a unique service team, national in scope, but local in its ability to respond to our Customer's diverse needs. As product and system complexity has evolved over the years, the Motorola Global Solutions and Service Division has responded by developing new service products and programs to match the evolution. This ensures that we have the ability to provide service products to effectively maintain your system.

Motorola's 1st year warranty includes Dispatch, Technical Support, Infrastructure Repair with Advanced Replacement, Onsite Infrastructure Response, and Network Preventative maintenance 24 hrs a day, 7 days a week.

In addition, WV SPD can extend part or all of the services listed above for the years following the first year.

No Warranty is provided for the equipment listed in this proposal.

4.1 ONSITE INFRASTRUCTURE RESPONSE/ DISPATCH SERVICE

Motorola's On-Site Response service gives you that advantage by making available our network of expert support resources located all across North America to *provide on-site support when you need it*. These Motorola certified field technicians arrive at your door equipped and ready to do what it takes to get your system running at optimum capacity.

Using Motorola-approved test equipment, service procedures and backed by Motorola's centralized technical resources, technicians from your local authorized service center are dispatched to your site to perform diagnostics, remove components for repair, and reinstall new or reconditioned components. When it is a response to a call for help, Motorola On-Site Response service *guarantees technician dispatch, site arrival, and problem resolution—all within your contracted response times*.

Motorola field technicians average 35-60 hours of technical training per year and 15-25 years of solution experience that aid in the quick and timely resolution of your service issues. Motorola on-site technicians are also backed up by technical consultants and field engineering support across the state when the situation calls for a more specialized expertise. We recognize that your communication system is critical to your operation and our support strategy of local and centralized support is our promise to you that we will do whatever it takes to keep it working at peak efficiency.

Motorola's On-Site Response service is a vital component of an intelligent communication support plan that keeps your business running, your costs down, and helps you stay focused on your goals.

Our **Dispatch Service** is 24 hours a day, 7 days a week. Dispatch service provides robust escalation process whereby predefined response times are monitored and escalated throughout Motorola Management to prevent delayed or dropped response times. Dispatch service combined with MOL allows the customer to be actively involved with the service process.

4.2 TECHNICAL SUPPORT SERVICE

Motorola Technical Support Service assures you maximum preparedness with on-demand technical support, commitment to restoration, and whatever it takes to enable immediate communication via your wireless network! The skilled professionals and advanced systems at the Motorola System Support Center are there to keep your network running at peak performance 24 hours a day, 7 days a week.

Technical Support provides:

- Expert technologists trained in troubleshooting to analyze, isolate and correct problems to get your system issue(s) resolved quickly.
- Best-in-class Remote Diagnosis capabilities: advanced diagnostics and fully equipped test labs, if applicable, based on system type
- Automated test systems to quickly diagnose boards
- Shared knowledge database constantly updated for technologists to utilize to reduce cycle time
- Immediate access to Network Designers and Engineers
- Rigorous and defined case and escalation management process and procedures
- Motorola technologists participate in ongoing training programs
- Customer case performance reports available upon request

4.3 INFRASTRUCTURE REPAIR WITH ADVANCED REPLACEMENT

Motorola Infrastructure Repair with Advanced Replacement Service assures you maximum preparedness through the most effective repair processes so that potential service disruptions are minimized or alleviated. The skilled professionals and advanced systems at the Motorola Infrastructure Depot are here to keep your network running at peak performance 24 hours a day, 7 days a week. Infrastructure may be repaired down to the Component level 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 the equipment with similar Infrastructure.

Infrastructure Repair with Advanced Replacement Service adds:

- 24 hour advanced replacement exchange for the malfunctioning equipment
- Rental/Loaner equipment in cases where the customer requires the exact serialized repaired equipment returned.

4.4 NETWORK PREVENTATIVE MAINTENANCE

Motorola's Network Preventative Maintenance is a program of regularly scheduled check-ups designed to assure network readiness and overall reliability. This service will be performed annually in conjunction with a prearranged schedule. This service will be performed during normal working hours with the intent to minimize any disruption of service to users. If the service must be performed after hours, a quote will be provided. System documentation will be updated based on this information. The list of documented parameters will be determined by agreement with the customer. All equipment provided as a part of the system will be included.

As wireless networks become increasingly complex, and are enabled to perform more sophisticated tasks, the scope of possible issues grows exponentially. With Network Preventative Maintenance, Motorola offers a proactive, anticipatory service that ensures all network components are operating consistent to manufacturers' specifications – *the first step in minimizing premature repairs.*

Certified field technicians, located throughout North America, are prepared to inspect networks on a routine and prescribed basis. This service is likely the most cost-effective form of network maintenance – the technological equivalent of routine physical examinations.

Using Motorola's best-in-class test equipment, technicians examine hands-on and, if operational testing dictates, align infrastructure to manufacturer's specifications. Equally important, on-site field technicians are supported by Motorola's centralized technical resources and engineering expertise.

6.1 PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. 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.

1. 90% of the Contract Price due upon shipment of equipment;

2. 10% of the Contract Price upon system acceptance or start of beneficial use.

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.

SECTION 7

COMMUNICATIONS SYSTEM AGREEMENT

Motorola Solutions, Inc. ("Motorola") and Customer Name ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"
Exhibit B "Payment Schedule"
Exhibit C "Technical and Implementation Documents"
C-1 "System Description" dated xxxx
C-2 "Equipment List" dated xxxx
C-3 "Statement of Work" dated xxxx
C-4 "Acceptance Test Plan" or "ATP" dated xxxx
C-5 "Project Timeline" dated xxxx
Exhibit D Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E "System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.3. "Confidential Information" means any information that is disclosed 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 thirty (30) days of the disclosure. 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 Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.5. "Effective Date" means that date upon which the last Party executes this Agreement.

2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

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

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

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

2.12. "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 Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

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

2.14. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

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

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at http://www.motorola.com/businessandgovernment/ and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and

implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____277,000.00___. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:_____

_____

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):_____

_____

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any

apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

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

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. Motorola Software Warranty. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola 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 Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (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) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola'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 Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance

Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer 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 (c) accept the return of the Product and grant Customer a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Customer'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 Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA 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 AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its

right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc.	**Customer**
Attn: ___ Richard Brancale _____	Attn: Carole Woodyard
_7031 Columbia Gateway Dr_____	4124 Kanawha Tpk
Columbia, Md 21046_____	So Chas. WV 25309
fax: ___+1 (631) 7383498_____	fax: 304 746-2239

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: JWilkin	By: Carole Woodyard
Name: Jacquelyn M. Wasni	Name: Carole Woodyard
Title: MSSSI Vice President	Title: Director of Purchasing
Date: March 18, 2015	Date: 3/23/15

SECTION 6

OUR COMMITMENT

Motorola Solutions connects people through technology. Businesses and government agencies around the worl turn to Motorola Solutions innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

You can find Motorola Solutions products and services in a wide range of workplaces. From the retail floor to t warehouse floor, and from the small town police station to the most secure government offices, our products support customers who make up the diverse global economy. We are proud that our products support mobile transactions of all kinds, as well as the safety and security of citizens everywhere.

Our customers rely on us for the expertise, services and solutions we provide, trusting our years of invention an innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola Solutions—An Industry Leader

Motorola Solutions serves both enterprise and government customers with core markets in public safety government agencies and commercial enterprises. Our leadership in these areas includes public safety communications from infrastructure to applications and devices such as radios as well as task-specific mobile computing devices for enterprises. We produce advanced data capture devices such as barcode scanners and RF (radio-frequency identification) products for business. We make professional and commercial two-way radios f a variety of markets, and we also bring unlicensed wireless broadband capabilities and wireless local area networks – or WLAN – to retail enterprises

Pioneering New Areas of Cognitive Research

As an industry leader in government and public safety, we design and develop devices including radios and the infrastructure that supports them. Our mission-critical design philosophy led to our new High Velocity Human Factors investigation, an area of cognitive research that helps us develop products for first responders by workir with them in crisis situations to study their communication needs. We take what we learn in the field and bring i back to the lab to create products that will function under extreme conditions and networks that will reliably support those products.

Our Focus: Our Customers

Working with our global channel partner community, Motorola Solutions reaches an extensive customer base, from small businesses to Fortune 500 companies. Our focus is on developing integrated end-to-end solutions th deliver a clear return on investment, and our products empower individuals through seamless connectivity.

Upon request, your Motorola account executive can provide a firm proposal tailored to meet your solution need

SECTION 5

EQUIPMENT LIST

March 18, 2015

This section lists the equipment necessary for the proposed solution.

5.1 MAIN OFFERING EQUIPMENT LIST

Qty	Nomenclature	Description	Unit Cost	Extended Cost
1	SQM01SUM0200	MASTER SITE UPGRADE MODEL	$0.00	$0.00
1	CA00996AJ	ADD: NM/ZC LICENSE KEY 7.11	$1,000.00	$1,000.00
1	CA00997AJ	ADD: UCS LICENSE KEY 7.11	$1,000.00	$1,000.00
1	CA01225AB	MCC7500 / MCC7100 CONSOLE LICENSES QTY 5	$5,000.00	$5,000.00
1		CONSOLE SITE CONFIGURATION LICENSE	$8,000.00	$8,000.00
		MCC 7500 Dispatch Console Operator Position		
1	B1905	MCC 7500 ASTRO 25 SOFTWARE	$250.00	$250.00
4	B1933	MOTOROLA VOICE PROCESSOR MODULE	$11,920.00	$47,680.00
4	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	$12,000.00	$48,000.00
4	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	$5,000.00	$20,000.00
4	CA00147AF	ADD: MCC 7500 SECURE OPERATION	$3,250.00	$13,000.00
4	CA00182AB	ADD: AES ALGORITHM	$750.00	$3,000.00
4	CA00245AA	ADD: ADP ALGORITHM	$300.00	$1,200.00
4	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	$0.00	$0.00
4	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7 64BIT	$2,550.00	$10,200.00
4	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	$50.00	$200.00
4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	$250.00	$1,000.00
16	B1912	MCC SERIES DESKTOP SPEAKER	$450.00	$7,200.00
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	$290.00	$290.00
4	B1913	MCC SERIES HEADSET JACK	$200.00	$800.00
4	RLN6098	HDST MODULE BASE W/PTT, 15' CBL	$210.00	$840.00
4	DDN1244	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V45)	$2,935.00	$11,740.00
4	DDN1507	SYMANTEC EXP ENDPOINT PROTECT 12.1 CORP ED LIC & MEDIA	$75.00	$300.00
		AIS Server Position		
1	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7	$2,550.00	$2,550.00
1	B1933	MOTOROLA VOICE PROCESSOR MODULE	$11,920.00	$11,920.00
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	$15,060.00	$15,060.00
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	$3,250.00	$3,250.00
1	CA00182AB	ADD: AES ALGORITHM	$750.00	$750.00
1	CA00245AA	ADD: ADP ALGORITHM	$300.00	$300.00

Qty	Nomenclature	Description	Unit Cost	Extended Cost
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	$0.00	$0.00
1	BLN1297	VPM POWER SUPPLY MOUNTING KIT	$250.00	$250.00
1	DDN1507	SYMANTEC EXP ENDPOINT PROTECT 12.1 CORP ED LIC & MEDIA	$75.00	$75.00
		KVL Support		
1	CA02186	ADD: KEYLOAD CABLE FOR CRYPTR MICRO	$190.00	$190.00
		Master Site Access		
2	CLN1856	2620-24 ETHERNET SWITCH	$2,250.00	$4,500.00
1	SQM01SUM0205	GGM 8000 GATEWAY AND CCGW	$4,200.00	$4,200.00
1	CA01616AA	ADD: AC POWER	$0.00	$0.00
1	CA01618AA	ADD: CONV CHAN GATEWAY	$2,000.00	$2,000.00
		Conventional Channel Gateway		
4	SQM01SUM0205	GGM 8000 GATEWAY	$4,200.00	$16,800.00
4	CA01616AA	ADD: AC POWER	$0.00	$0.00
4	CA01618AA	ADD: CONV CHAN GATEWAY	$2,000.00	$8,000.00
		Conventional Site Controller		
1	T7038	GCP 8000 SITE CONTROLLER	$3,000.00	$3,000.00
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	$5,000.00	$5,000.00
1	X153AW	ADD: RACK MOUNT HARDWARE	$50.00	$50.00
1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	$4,000.00	$4,000.00
		AUX I/O		
1	F4543	SITE MANAGER BASIC	$1,855.00	$1,855.00
1	VA00222	SDM3000 MCC 7500 AUX IO F/W FOR A7.11	$175.00	$175.00
1	V266	ADD: 90VAC TO 260VAC PS TO SM	$120.00	$120.00
3	V592	AAD TERM BLCK & CONN WI	$90.00	$270.00
		Equipment Support		
2	TRN7343	SEVEN AND A HALF FOOT RACK	$495.00	$990.00
2	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT	$2,450.00	$4,900.00
8	DS3750285	BREAKER KIT 3 EACH AIRPAX 15AMP SNAPAC, FOR AC EDGE OR DC EDGE	$102.00	$816.00
1	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES	$120.00	$120.00
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	$88.00	$88.00
		Analog Audio Support		
2	DS2247AAC	AUDIO COMBINER PANEL AC	$3,098.00	$6,196.00
1	QGN6424	PUNCH BLOCK PANEL	$828.00	$828.00
4	BLN6884	PUNCH BLOCK	$217.00	$868.00

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5.2 INCLUDED SPARE EQUIPMENT LIST

Qty	Nomenclature	Description	Unit Cost	Extended Cost
1	DLN6569	FRU: GCP 8000/GCM 8000	$5,000.00	$5,000.00
1	DLN6898	FRU: FAN MODULE	$206.00	$206.00
1	DLN6781	FRU POWER SUPPLY	$2,200.00	$2,200.00
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE	$25.00	$25.00
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU	$11,830.00	$11,830.00
1	30009351001	DC CABLE ASSY	$32.00	$32.00
1	01009513002	PWR SPLY 108W AC INP 12VDC OUT W18	$150.00	$150.00

5.3 OPTIONAL EQUIPMENT LIST

The following table lists the equipment and feature options for the MCC 7500 Dispatch Solution.

Qty	Nomenclature	Description	Unit Cost
		MAIN LIST ITEMS	
1	L3468	MCC SERIES I/O SHELF W/ CONTROLLER & CABLE	$1,100.00
1	TT04532AA	ADD: MCC SERIES I / O MODULE II	$800.00
1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	$3,000.00
1	DSF1DC116H	LCD RACK CONSOLE, 16-PORT PRO3 KVM SWITCH	$2,490.00
1	DSRM114R2	HEAVY DUTY EQUIPMENT SHELF	$145.00
1	T7537B	KVL 4000 PDA SNAP-ON	$1,250.00
1	U239AD	ADD: ASTRO 25 MODE	$250.00
1	CA01598AA	ADD: AC LINE CORD US	$8.00
1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE	$750.00
1	CA00243AG	ADD: ADP PRIVACY	$300.00
1	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET	$110.00
1	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	$149.00
1	RMN5079B	SUPRAPLUS DUAL MUFF HEADSET	$117.00
1	RMN5080B	SUPRAPLUS NC DUAL MUFF HEADSET	$139.00
1	Day of consultation	Motorola System Technologist	$2,000.00

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AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provisions limiting the Vendor's liability for direct damages to person or property are deleted. However, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA	VENDOR
Spending Unit: WV State Police	Company Name: Motorola Solutions, Inc.
Signed: Carole Woodyard	Signed: [signature]
Title: Director of Purchasing	Title: MSSSI Vice President
Date: ~~3/18/15~~ 3/23/15	Date: ~~March 18, 2015~~ March 18, 2015

* This addendum is subject to acceptance of the attached addendum modification that the parties have previously agreed to.

Agreement Addendum to WV-96

The vendor and the agency agree to delete Paragraph 13 of the WV-96 Agreement Addendum and insert in lieu thereof the following:

"Vendor agrees to indemnify Agency for the negligent or intentional acts of its officers, employees, servants and agent in connection with the performance of this Agreement. Except for claims related to personal injury, death, or damages to personal property, Vendor's total liability shall be limited to its warranty and the contract value. In no event shall Vendor be liable for special, consequential, or incidental damages."

ACCEPTED BY:

WEST VIRGINIA STATE POLICE	MOTOROLA SOLUTIONS, INC.
Signed:_____	Signed: Jon Wasn
Title:_____	Title: MSSSI Vice President
Date:_____	Date: ~~December 16, 2008~~ March 18, 2015

APPROVED AS TO FORM PRIOR TO ACKNOWLEDGEMENT THEREOF, THIS 2nd day of February, 2009
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL
By: Dawn E. Warfield
DEPUTY ATTORNEY GENERAL