

City of Fayetteville Staff Review Form

2022-0094

Legistar File ID

2/15/2022

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chief Mike Reynolds

1/28/2022

CENTRAL DISPATCH (260)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution and waive competitive bidding to authorize a contract with Motorola Solutions Incorporated for the purchase of radio equipment, design, installation and software in the amount of \$893,228.90 plus tax and approve a project contingency in the amount of \$82,000. This project is planned to coincide with the move into the new police headquarters building.

Budget Impact:

4470.200.8200.5210.00 / 4470.300.8300-5210.00		Sales Tax Capital Improvements	
Account Number		Fund	
18013.1 / 21001.1		Citywide Radio System / Fire Mobile Radio	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 1,250,000.00
		Funds Obligated	\$ -
		Current Balance	\$ 1,250,000.00
Does item have a cost?	Yes	Item Cost	\$ 980,318.72
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ 269,681.28

Purchase Order Number:

Previous Ordinance or Resolution #

V20210527

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF FEBRUARY 15, 2022

TO: Mayor and City Council

THRU: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

FROM: Kathleen Stocker, Dispatch Manager

DATE: January 28, 2022

SUBJECT: Approval of a resolution to authorize a contract with Motorola Solutions Incorporated for Central Dispatch Radio Equipment

RECOMMENDATION:

Staff recommends approval of a resolution and waive competitive bidding to authorize a contract with Motorola Solutions Incorporated for the purchase of radio equipment, design, installation and software in the amount of \$893,228.90 plus tax and approve a project contingency in the amount of \$82,000. This project is planned to coincide with the move into the new police headquarters building.

BACKGROUND:

The City of Fayetteville purchased the dispatch radio equipment in 2010 as part of a citywide radio system project, which included us joining the Arkansas Wireless Information Network. The police and fire departments have been planning for these scheduled upgrades and replacements as part of their five-year Capital Improvement Projects.

DISCUSSION:

The radio equipment in the Central Dispatch Center will be twelve years old in 2022. Several pieces of equipment are no longer supported under maintenance and need to be replaced. Additionally, replacing equipment at this time will allow for a smooth transition of the dispatch center into the new police headquarters, which should eliminate radio outages during this critical infrastructure move.

BUDGET/STAFF IMPACT:

Budget for this proposal will be from the Capital Improvement Project fund. Radio maintenance is an on-going expense that will affect the operations budget after the one-year warranty on the equipment. Ordinance 4300 is on file to waive competitive bidding for the purchase of specialized radio equipment from Motorola Incorporated. Motorola is also giving us the same pricing as listed on the NASPO ValuePoint Cooperative.

Attachments:

Motorola proposal with contract.



THE CITY OF FAYETTEVILLE

MCC 7500E IP DISPATCH CONSOLE

JANUARY 20, 2022

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The City of Fayetteville
MCC 7500E IP Dispatch Console

January 20, 2022
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SECTION 1

SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

In response to the City of Fayetteville's request, Motorola Solutions is proposing an eight (8)-position MCC 7500E IP dispatch console system for Fayetteville Police Department's (PD's) Dispatch Center. The dispatch site will connect to the Arkansas Wireless Information Network (AWIN) Dinsmore site as the entry point for backhaul connection to the AWIN Master Site. Site connectivity is achieved with an Aviat 11 GHz licensed microwave hop with a dish mounted on a customer-supplied structure on Fayetteville PD Dispatch Center's rooftop. An Archiving Interface Server (AIS) is also included to store IP logging traffic from a customer provided IP logging recorder.

In the event the MCC 7500E dispatch positions lose connectivity with the AWIN Master Site, eight (8) APX consolettes are included in this proposal allowing dispatchers to communicate with trunked radio resources from their GUI. One (1) additional APX consolette has been included allowing dispatchers to communicate with the University over the AWIN system.

1.2 MASTER SITE LICENSES

Master Site licenses are included as part of this proposal and will be uploaded to AWIN's Master Site to account for the following:

- Ten (10) MCC 7500 Dispatch Consoles
- Ten (10) Unified Network Configurator (UNC) Devices
 - These licenses come in packs of 10 and account for the AIS Voice Processing Module (VPM), switches, routers, firewall, conventional site controller (CSC), and conventional channel gateways (CCGWs).

1.3 DISPATCH CENTER EQUIPMENT OVERVIEW

Motorola Solutions' proposed dispatch solution for Fayetteville PD is the MCC 7500E IP dispatch console. The dispatch site connects directly to the radio system's IP transport network and uses IP packet protocols for passing call control data and audio throughout the system. The following list describes the components that are included in the proposed configuration.

- One (1) AIS to be used with customer-provided IP logging recorder
 - The AIS is equipped for secure operation (ADP/AES encryption).
- One (1) Aviat IRU600 microwave subsystem including radios, power systems, antennas, and waveguide for the hop between Fayetteville PD Dispatch Center and AWIN Dinsmore site
- Two (2) CCGWs
- One (1) Tone Remote Adapter
- One (1) CSC



- Auxiliary Inputs / Outputs (Aux I/O)
- One (1) twelve (12)-port control station combiner with antennas and transmission line for nine (9) APX consolettes
- One (1) Customer Enterprise Network (CEN) comprised of one (1) firewall and one (1) LAN switch
 - The CEN is the interface between the Radio Network Infrastructure (RNI) / MCC 7500E dispatch console system and the customer's network where the IP logging recorder will reside.
- Dual LAN Switches
- Dual Site Routers
- One (1) Duracomm Power Supply and Power Distribution Panel
- One (1) USB External DVD Drive
 - For installing MCC 7500E application software on each dispatch position.
- Eight (8) MCC 7500E Dispatch Positions
 - Z2 Mini CPU
 - Antivirus and Transparent Hardening Software
 - MCC 7500E Application Software
 - 160 Radio Resource Capacity License
 - ADP/AES/DES-OFB Encryption Capability
 - Enhanced Instant Recall Recorder (IRR)
 - ♦ Includes external sound card and analog speakers
 - Seven (7)-Port USB Hub
 - Two (2) MSI Purpose-Built USB Speakers for Select and Unselect Audio
 - One (1) Gooseneck Microphone
 - One (1) Single Pedal Footswitch
 - Two (2) Headset Jacks
 - One (1) Audio Interface Module (AIM)
- Spares
 - Console Peripherals
 - ♦ One (1) Seven (7)-Port USB Hub
 - ♦ One (1) USB External DVD Drive
 - ♦ IRR: One (1) External Sound Card and One (1) Set of Analog Speakers
 - ♦ Two (2) MSI Purpose-Built USB Speakers
 - ♦ One (1) AIM
 - ♦ One (1) Gooseneck Microphone
 - ♦ One (1) Headset Jack
 - ♦ One (1) Single Pedal Footswitch
 - One (1) Firewall
 - One (1) Router
 - One (1) Switch
 - One (1) Z2 Mini CPU
 - One (1) Secure AIS Voice Processing Module (VPM)
 - Two (2) Tone Remote Adapters
 - One (1) CCGW
 - One (1) SDM 3000 Remote Terminal Unit (Aux I/O)
 - One (1) Duracomm Power Supply and Power Distribution Panel



The dispatch positions support commercially available accessories, including a microphone, headset, and footswitch, as shown in the figure titled "MCC 7500E Dispatch Position Components".

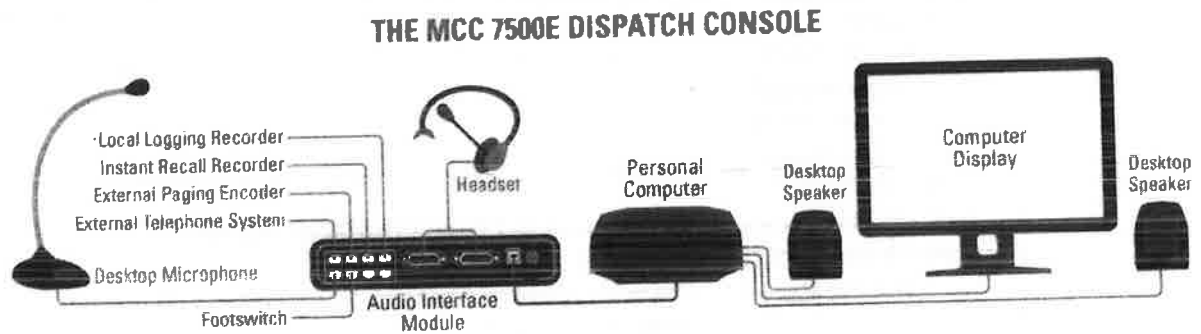


Figure 1-1-1: MCC 7500E Dispatch Position Components

1.4 MCC 7500E IP DISPATCH CONSOLES

1.4.1 MCC 7500E IP Console Subsystem

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning. Audio processing, encryption, and switching intelligence for the dispatcher are performed within each software-based dispatch position.

Since the network is IP-based, system interfaces and components are distributed physically throughout the network. The subsections below describe each major component that make up the MCC 7500E dispatch console system.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as the interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The dispatch positions use a customized Motorola Solutions-certified PC that runs on a Microsoft Windows 10 operating system and contains a Motorola Solutions-designed voice card and a Motorola Solutions-designed secure card. The PC used for the MCC 7500E dispatch positions is the small form factor HP Z2 Mini.

Enhanced Integrated Instant Recall Recorder (IRR)

Enhanced IRR is seamlessly integrated within the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices. In



support of this feature, Motorola Solutions has included an external sound card and analog speakers for each dispatch position.

Conventional Site Controller (CSC) and Conventional Channel Gateways (CCGW)

In the event a MCC 7500E dispatch position loses connectivity with the AWIN Master Site, the CSC along with two (2) CCGWs will allow dispatchers to access and change channels on trunked and conventional radio resources from the GUI. Each control station (i.e. APX console) will interface to a CCGW port, where audio is converted to IP for use by the dispatch positions.

Auxiliary Inputs/Outputs (Aux I/O)

The proposed console supports Global Aux I/Os for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. The Aux I/O server (i.e. SDM 3000 Remote Terminal Unit (RTU)) provides the Aux I/O feature for the consoles.

Motorola Solutions is proposing one (1) SDM 3000 RTU. A single SDM 3000 RTU will support 16 relay outputs and 48 input buffers.

Customer Enterprise Network (CEN)

A firewall and switch are provided as the demarcation point between the customer's IP logging recorder and Fayetteville PD's MCC 7500E dispatch console system. The CEN uses Network Address Translation (NAT) for converting the IP address of the logging recorder between the CEN and dispatch LAN.

Archiving Interface Server (AIS)

One (1) AIS will interface with Fayetteville PD's existing IP logging recorder. Motorola Solutions developed the AIS to provide the interface between the radio system and Fayetteville PD's IP logging recorder. The AIS will allow the user to specify which talkgroups and conventional channels to record. The AIS passes call control information and vocoded audio packets associated with radio calls to the recorder system over the LAN for storage and retrieval. The AIS will be the demarcation point between the customer's IP logging recorder and the MCC 7500E dispatch console system.

1.4.2 Dispatch Site Diagram

The following diagram shows the interconnectivity of all system components that make up Fayetteville PD's MCC 7500E dispatch console system:



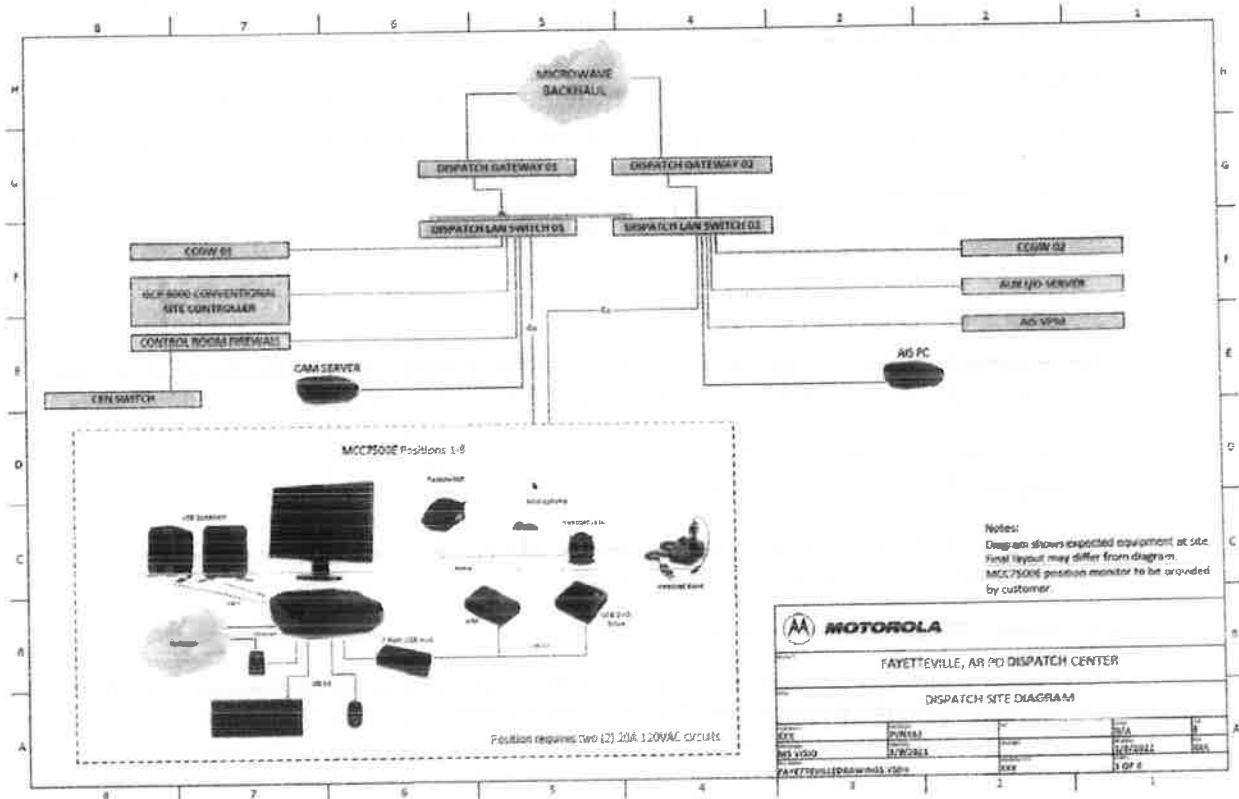


Figure 1-2: Fayetteville PD MCC 7500E Dispatch Console System Block Diagram

1.5 MICROWAVE BACKHAUL

1.5.1 Aviat Microwave Backhaul

Motorola Solutions in partnership with Aviat is providing an 11 GHz microwave hop between the Fayetteville PD Dispatch Center and the AWIN Dinsmore site. This microwave hop is essential for backhauling radio traffic from the Dispatch Center to AWIN's Master Site. In order to accomplish this, Aviat is proposing an Eclipse IRU600 11 GHz MHSB radio with up to 267 Mbps of throughput and sixteen (16) T1's using ACM.

The microwave hop meets a two-way path reliability of 99.9999% at 155 Mbps by utilizing 3' RFS Category A dishes. The path model used in the Pathloss 5 calculations is Vigants-Barnett. The clearance criteria used to determine the dish heights is 0.3F1 @ K=0.66 and F1 @ K=1.33. The required dish centerline at the Fayetteville PD Dispatch Center is 30', while the Dinsmore site dish centerline is 100'. All dish centerlines are estimates only and based on USGS clutter data in Pathloss 5. The centerlines may need to be raised based on actual field path survey results.

New waveguide, associated attachment hardware, and entry boots will be provided for both sites. A new dehydrator and manifold is provided at the Fayetteville PD Dispatch Center. The Dinsmore site will reuse the existing equipment. The microwave hop will interconnect with the existing Fayetteville microwave ring at the Dinsmore site and be managed by AWIN's ProVision system.

The preliminary path studies below show excellent reliability between Fayetteville PD Dispatch Center and the Dinsmore site.

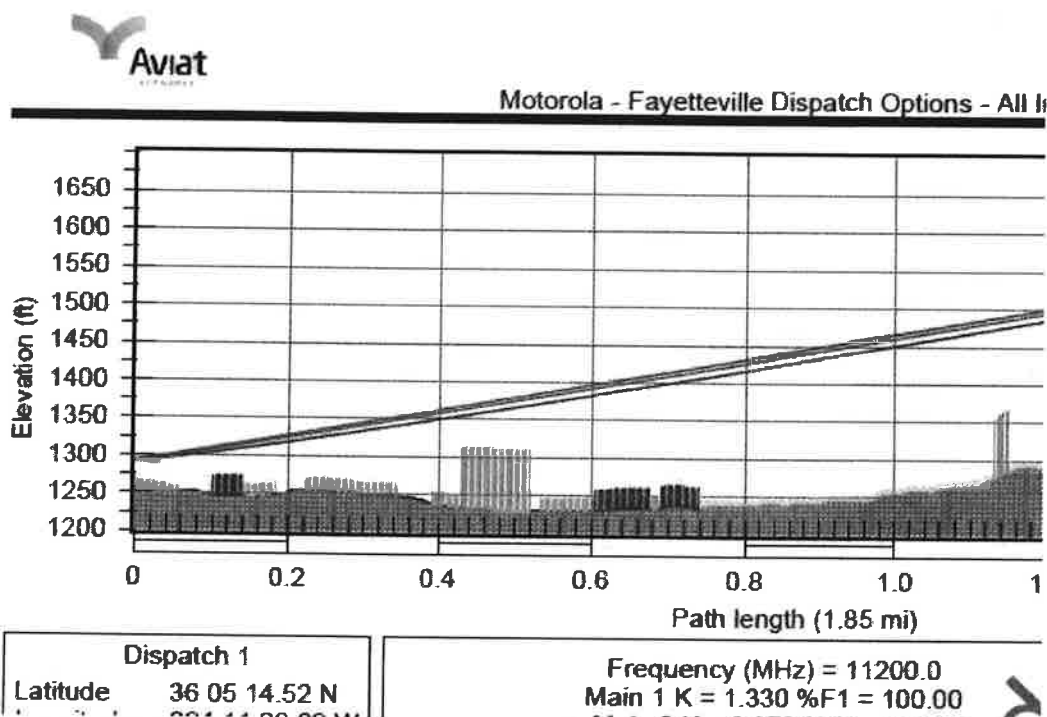


Figure 1-3: Preliminary Path Study from Fayetteville PD Dispatch Center to AWIN Dinsmore Site

The site power plant for Fayetteville PD Dispatch Center consists of an Eltek Flatpack S redundant -48VDC charger and EnerSys 10-year VRLA batteries. These chargers and batteries will be mounted in the microwave radio rack. The power calculations assume a 120 VAC customer-provided power source, an 8-hour battery backup time, and a 24-hour battery recharge time. The new equipment for the Dinsmore site will use the existing charger and battery plant. The tables below detail power loads based upon the new microwave equipment.

RFU / Module Type	Consumption	
IRU600 1+1 Standard Power	110 W	
IRU600 1+0 Rptr Standard / EHP	194 W	
IRU600 1+0 Rptr Standard Power	126 W	
RAC 70	13 W	
DAC GE V3	13 W	
DAC 16x	2.5 W	
AUX	1 W	
NPC	8 W	
INU or INUe	13 W	
TOTAL		

Total AMPS @ 48Vdc:

Additional Equipment Load		
Description	Consumption	
DSX-1 Jackfield	10 W	
40% Future Load	80 W	

Table 1-1: Fayetteville PD Dispatch Center Power Loading

RFU / Module Type	Consumption	
IRU600 1+1 Standard Power	110 W	
IRU600 1+1 High Power	115 W	
IRU600 1+0 Rptr Standard / EHP	194 W	
IRU600 1+0 Rptr Standard Power	126 W	
IRU600 1+0 Rptr High Power	136 W	
RAC 60E	12 W	
RAC 70	13 W	
DAC GE V3	13 W	
DAC 16x	2.5 W	
AUX	1 W	
NPC	8 W	
INU or INUe	13 W	
TOTAL		

Total AMPS @ 48Vdc:

Additional Equipment Load		
Description	Consumption	
DSX-1 Jackfield	10 W	
Larus Loop Switch	60 W	

Table 1-2: AWIN Dinsmore Site Power Loading



1.6 APX[®] CONSOLETTTE

The APX consolette provides a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern P25 dispatch center. Equipped with leading edge P25 Phase 2 TDMA technology and multi-band interoperability, the APX consolette can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.



APX Consolette

The APX consolette's P25 operation and compatibility with legacy systems ensures that communications are clear, continuous, and coordinated across multiple users, agencies, and systems. The durable robust metal housing provides durability and allows for easy servicing, while the integrated front panel numeric keypad allows fast access to radio controls. In addition, optional features and benefits of the APX consolette include:

- **Optional Multi-Band Operation in One Radio** – The APX consolette delivers the convenience of three radios in one while maintaining APCO TIA receiver specifications. With the APX consolette, personnel can use one radio to communicate and provide dispatch operations across multiple digital and analog networks that operate in any three of the following frequency bands: 700 MHz, 800 MHz, VHF, and UHF (R1/R2).
- **Meets Radio Users' Needs** – The APX consolette is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), and Enhanced Encryption Software Options. It is also capable of Extended Dispatch Operation including Emergency Alarm ACK Encode, Radio Inhibit/Uninhibit Encode, Radio Monitor Encode, Radio Check Encode, Status Query Encode, Status Query Response Decode, Status Update Decode, and Message Update Decode.

Motorola Solutions is proposing nine (9) APX consolettes as a back means for communicating on the AWIN system in the event the MCC 7500E dispatch positions lose connectivity with the AWIN Master Site. The APX consolettes are configured to only support the 700/800 MHz frequency bands. One (1) twelve (12)-port control station combiner is included along with associated antennas and transmission line and will interface to the APX consolettes for wireless communication back into the AWIN system.

1.7 KEY VARIABLE LOADER (KVL 5000)

The KVL 5000 is a P25 communications encryption device that delivers greater flexibility for agencies to secure their radio channels, leading to less interruption in Fayetteville PD's workflow. As the only key loader that employs a hardware protected keystore, the KVL 5000 is used to generate, transport, and load encryption keys to secure user programming and critical information.

The KVL's one-handed build features a sleek, responsive UI with quick start for a more efficient key loading process. The KVL 5000 brings enhanced capabilities and greater performance to Fayetteville PD's operators with the following core features:

- Purpose-Built

- Ruggedized design with IP54, MIL-STD certification for use in demanding environments.
- Increased responsiveness and efficiency, with large, accessible touch display and quick startup for fast engagement.
- Efficient Operation
 - Power saving operation to ensure the KVL 5000 is ready for use in emergency situations.
 - Battery power up to 10 hours of normal key load use.
 - Sleep, standby, and power-off modes available.
- Compatibility
 - Key sharing and backwards compatibility with previous Motorola Solutions KVL models (KVL 4000 to KVL 5000, KVL 3000+ to KVL 5000).

Built on the strong foundation of Motorola Solutions' KVL 4000, the KVL 5000 maintains feature parity by supporting the following capabilities:

- FIPS 140-2 Level 2 compliant.
- Hardware protected keystore.
- Auto and multiple keyload.
- Ability to keyload while KVL is charging (no minimum charge required).
- Key generation.

One (1) KVL 5000 is included in this proposal with the ability to add AES or ADP encryption to Fayetteville PD's MCC 7500 dispatch positions, AIS, and APX subscriber radios.

1.8 RACK DRAWINGS & POWER CALCULATIONS

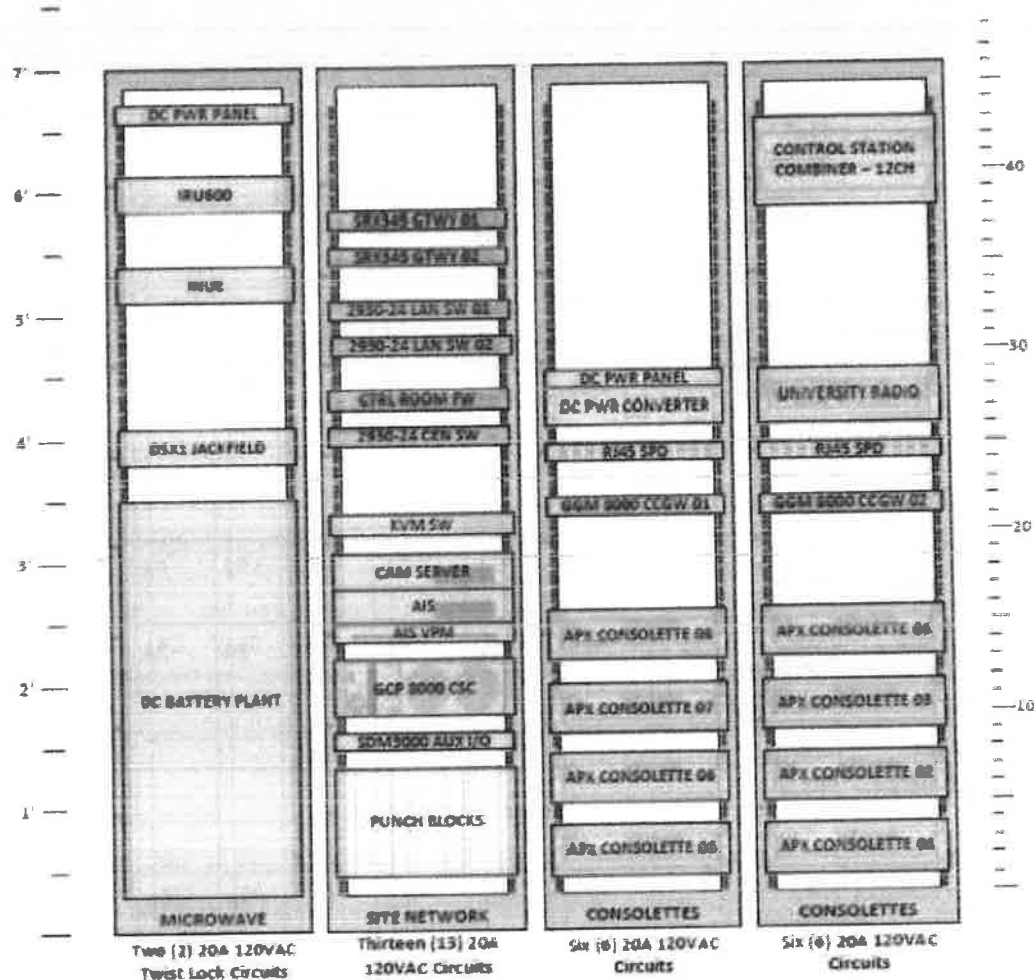
The following values reflect power and thermal requirements for the dispatch center equipment.

Rack	Device	QTY	Pwr Factor	AC Volts	Unit Amps	Total Amps	Unit VA	Total VA	Unit Watts	Total Watts	Unit BTU	Total BTU
Position	MCC7500 E PC (Z2 Mini G5)	8	0.95	120	1.7	13.6	204	1632	193.8	1550.4	661.4	5291.5
Position	Audio Interface Module	8	0.95	120	0.05	0.4	6	48	5.7	45.6	19.5	155.6
Position	USB Hub	8	0.95	120	0.05	0.4	6	48	5.7	45.6	19.5	155.6
Position	Monitor Estimate	8	0.95	120	0.2	1.6	24	192	22.8	182.4	77.8	622.5
Position	Total Position	-				16				1824		6225.31
Site Network	SRX345 Site Gateway	2	0.95	120	1.4	2.8	168	336	159.6	319.2	544.7	1089.4

Rack	Device	QTY	Pwr Factor	AC Volts	Unit Amps	Total Amps	Unit VA	Total VA	Unit Watts	Total Watts	Unit BTU	Total BTU
Site Network	2930-24 Site Switch	2	0.95	120	0.6	1.2	72	144	68.4	136.8	233.4	466.9
Site Network	GCP8000 CSC	1	0.95	120	0.4	0.4	48	48	45.6	45.6	155.6	155.6
Site Network	AIS (PC)	1	0.95	120	1.7	1.7	204	204	193.8	193.8	661.4	661.4
Site Network	AIS VPM	1	0.95	120	0.4	0.4	48	48	45.6	45.6	155.6	155.6
Site Network	Juniper Firewall	1	0.95	120	1.4	1.4	168	168	159.6	159.6	544.7	544.7
Site Network	CEN Switch	1	0.95	120	0.6	0.6	72	72	68.4	68.4	233.4	233.4
Site Network	SDM 3000 RTU (Aux I/O)	1	0.95	120	0.2	0.2	24	24	20	20	68.3	68.3
Site Network	Total Rack	-				10.4				1182.8		4036.9
Console te	APX Consolette	9	0.95	120	0.3	2.7	36	324	35	315	119.455	1075.1
Console te	GGM8000 CCGW-HD	2	0.95	120	0.4	0.8	48	96	45.6	91.2	155.6	311.3
Console te	Total Rack	-				3.5				406.2		1386.4

NOTE: Power related to additional expansion is NOT included.

The racks at the Fayetteville PD Dispatch Center will be configured as shown in Figure 1-5 below.



Notes:

Diagram shows expected equipment at site, final rack layout may differ from diagram.

Diagram does not show equipment interconnections.

Figure 1-5: Fayetteville PD Dispatch Center Rack Diagram

1.9 ASSUMPTIONS

This proposal is based on the following list of assumptions:

- Fayetteville PD will be responsible for providing the monitors for each dispatch position.
- Fayetteville PD will be responsible for providing the headset tops and bottoms for each dispatcher.
- Fayetteville PD and their IP logging recorder vendor are responsible for connectivity to the CEN switch. The CEN switch is Motorola Solution's demarcation point. The IP

logging recorder vendor will be responsible for providing Ethernet connectivity from the CEN switch to their logging recorder.

- The environmental conditions (heating, cooling, humidity, etc.) inside the Dispatch Center equipment room must meet Motorola Solutions' requirements and equipment specifications.
- All site locations will have sufficient space and power available to support the proposed equipment as required by Motorola Solutions' R56 standards.
- Fayetteville PD will provide all dispatch furniture.

SECTION 2

EQUIPMENT LIST

QTY	SUB SYS	BLOCK	NOMENCLATURE	DESCRIPTION
1	MASTER SITE	LICENSE	SQM01SUM0273	MASTER SITE CONFIGURATION
1	MASTER SITE	LICENSE	CA02629AD	ADD: EXPAND 7.18 M CORE
2	MASTER SITE	LICENSE	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	MASTER SITE	LICENSE	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	MCC 7500E	SOFTWARE	B1949	MCC 7500E SOFTWARE DVD
1	MCC 7500E	OP_POS_LIC	B1948	MCC 7500E DISPATCH POSITION LICENSES
8	MCC 7500E	OP_POS_LIC	UA00653AA	ADD: BASIC CONSOLE OPERATION
8	MCC 7500E	OP_POS_LIC	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
8	MCC 7500E	OP_POS_LIC	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
8	MCC 7500E	OP_POS_LIC	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
8	MCC 7500E	OP_POS_LIC	UA00658AA	ADD: SECURE OPERATION
8	MCC 7500E	OP_POS_LIC	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
8	MCC 7500E	OP_POS_LIC	UA00661AA	ADD: ENHANCED IRR
8	MCC 7500E	OP_POS	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
8	MCC 7500E	OP_POS	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
8	MCC 7500E	OP_POS	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
8	MCC 7500E	OP_POS	T8741	MCAFFEE FOR WINDOWS CLIENT, A7.18
8	MCC 7500E	OP_POS	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
8	MCC 7500E	OP_POS	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	MCC 7500E	OP_POS	DSF2B56AA	USB EXTERNAL DVD DRIVE
8	MCC 7500E	IRR	DSICUSBAUDIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD
8	MCC 7500E	IRR	DSLOGITECHZ130	LOGITECH Z130 SPEAKERS
16	MCC 7500E	OP_POS	B1952	SPEAKER, DESKTOP, USB
16	MCC 7500E	OP_POS	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
16	MCC 7500E	OP_POS	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
16	MCC 7500E	OP_POS	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M

MCC 7500E IP Dispatch Console

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Motorola Solutions Confidential Restricted

Equipment List 2-1

QTY	SUB SYS	BLOCK	NOMENCLATURE	DESCRIPTION
8	MCC 7500E	OP_POS	B1941	USB AUDIO INTERFACE MODULE
8	MCC 7500E	OP_POS	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
16	MCC 7500E	OP_POS	B1913	MCC SERIES HEADSET JACK
8	MCC 7500E	OP_POS	DS632SC36100199	LINEMASTER SINGLE PEDAL FOOTSWITCH MODEL 632-SC36
2	MCC 7500E	ROUTER	T8492	SITE ROUTER & FIREWALL- AC
2	MCC 7500E	ROUTER	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	MCC 7500E	ROUTER	CA03448AA	ADD: STATEFUL FIREWALL
2	MCC 7500E	T1_ROUTER	SQM01SUM0205	GGM 8000 GATEWAY
2	MCC 7500E	T1_ROUTER	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
2	MCC 7500E	T1_ROUTER	CA01616AA	ADD: AC POWER
2	MCC 7500E	T1_ROUTER	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
2	MCC 7500E	SWITCH	CLN1868	2930F 24-PORT SWITCH
2	MCC 7500E	SWITCH	CLN1866	FRU: 1M DAC CABLE
1	MCC 7500E	FIREWALL	T8639	JUNIPER FIREWALL APPLIANCE
1	MCC 7500E	FIREWALL	T8669	CONTROL ROOM FIREWALL OS
1	MCC 7500E	CEN_SW	CLN1868	2930F 24-PORT SWITCH
1	MCC 7500E	CEN_SW	CLN1866	FRU: 1M DAC CABLE
1	MCC 7500E	CSC	T7038	GCP 8000 SITE CONTROLLER
1	MCC 7500E	CSC	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	MCC 7500E	CSC	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	MCC 7500E	CSC	CA01136AA	MCC 7500 CONVEN SITE OPER
1	MCC 7500E	CSC	X153AW	ADD: RACK MOUNT HARDWARE
2	MCC 7500E	CCGW	SQM01SUM0205	GGM 8000 GATEWAY
2	MCC 7500E	CCGW	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
2	MCC 7500E	CCGW	CA01616AA	ADD: AC POWER
2	MCC 7500E	CCGW	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	MCC 7500E	TRA	DQRC223C8	TONE REMOTE ADAPTER
1	MCC 7500E	AUX_IO	F4543	SITE MANAGER BASIC
1	MCC 7500E	AUX_IO	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	MCC 7500E	AUX_IO	V266	ADD: 90VAC TO 260VAC PS TO SM
3	MCC 7500E	AUX_IO	V592	AAD TERM BLCK & CONN WI
1	MCC 7500E	AUX_IO	6406066M02	PANEL PUNCH BLOCK

MCC 7500E IP Dispatch Console



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Equipment List 2-2

QTY	SUB SYS	BLOCK	NOMENCLATURE	DESCRIPTION
1	MCC 7500E	KVM_SW	DSCS1316ATENKVM	ATEN 16 PORT PS/2-USB KVM SWITCH
1	MCC 7500E	AIS	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	MCC 7500E	AIS	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	MCC 7500E	AIS	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	MCC 7500E	AIS	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	MCC 7500E	AIS	CA00245AA	ADD: ADP ALGORITHM
1	MCC 7500E	AIS	CA00182AB	ADD: AES ALGORITHM
1	MCC 7500E	AIS	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	MCC 7500E	AIS	TKN8531C	CABLE FOR RNC, DIU MGE
1	MCC 7500E	AIS	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	MCC 7500E	AIS	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	MCC 7500E	AIS	T8741	MCAFFEE FOR WINDOWS CLIENT, A7.18
3	MCC 7500E	RACK	0787871B48	RACK RELAY
5	MCC 7500E	RACK	DS12337719	FIXED SHELF VENTED, 19INW X 3.5INH X 18IND 460 MM BLACK
2	MCC 7500E	SURGE PROTECTION	DSCPX1101985	SPD, RJ-45 CONNECTED (16) LINE GIGE ETHERNET, 11VPL ON ALL PINS
1	MCC 7500E	POWER	DSRLP8012	POWER SUPPLY, DURACOMM RACK MT 80A/12-15V RLP-8012
1	MCC 7500E	POWER	DSDP20ATC2JC12	POWER DISTRIBUTION PANEL 150 AMP 12VDC
15	MCC 7500E	POWER	6500139768	FUSE AUTO BLADE TYPE15AMP 32V
1	SPARES	OP_POS	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	SPARES	OP_POS	DSF2B56AA	USB EXTERNAL DVD DRIVE
1	SPARES	IRR	DSICUSBAUDIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD
1	SPARES	IRR	DSLOGITECHZ130	LOGITECH Z130 SPEAKERS
2	SPARES	OP_POS	B1952	SPEAKER, DESKTOP, USB



QTY	SUB SYS	BLOCK	NOMENCLATURE	DESCRIPTION
2	SPARES	OP_POS	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
2	SPARES	OP_POS	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
2	SPARES	OP_POS	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	SPARES	OP_POS	B1941	USB AUDIO INTERFACE MODULE
1	SPARES	OP_POS	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	SPARES	OP_POS	B1913	MCC SERIES HEADSET JACK
1	SPARES	OP_POS	DS6325C36100199	LINEMASTER SINGLE PEDAL FOOTSWITCH MODEL 632-SC36
1	SPARES	FIREWALL	T8639	JUNIPER FIREWALL APPLIANCE
1	SPARES	FIREWALL	T8669	CONTROL ROOM FIREWALL OS
1	SPARES	POWER	DSRLP8012	POWER SUPPLY, DURACOMM RACK MT 80A/12-15V RLP-8012
1	SPARES	POWER	DSDP20ATC2JC12	POWER DISTRIBUTION PANEL 150 AMP 12VDC
1	SPARES	AIS	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	SPARES	AIS	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	SPARES	AIS	CA00245AA	ADD: ADP ALGORITHM
1	SPARES	AIS	CA00182AB	ADD: AES ALGORITHM
1	SPARES	PC	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	SPARES	ROUTER	T8492	SITE ROUTER & FIREWALL- AC
1	SPARES	ROUTER	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	SPARES	ROUTER	CA03448AA	ADD: STATEFUL FIREWALL
1	SPARES	SWITCH	CLN1868	2930F 24-PORT SWITCH
1	SPARES	SWITCH	CLN1866	FRU: 1M DAC CABLE
1	SPARES	CCGW	SQM01SUM0205	GGM 8000 GATEWAY
1	SPARES	CCGW	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
1	SPARES	CCGW	CA01616AA	ADD: AC POWER
1	SPARES	CCGW	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
2	SPARES	TRA	DQRC223C8	TONE REMOTE ADAPTER
1	SPARES	AUX_IO	F4543	SITE MANAGER BASIC
1	SPARES	AUX_IO	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	SPARES	AUX_IO	V266	ADD: 90VAC TO 260VAC PS TO SM
3	SPARES	AUX_IO	V592	AAD TERM BLCK & CONN WI



QTY	SUB SYS	BLOCK	NOMENCLATURE	DESCRIPTION
1	SPARES	AUX_IO	6406066M02	PANEL PUNCH BLOCK
1	KVL 5000	KVL 5000	T8476B	KVL 5000
1	KVL 5000	KVL 5000	CA00182AW	ADD: AES ENCRYPTION SOFTWARE
1	KVL 5000	KVL 5000	CA03358AA	ADD: ASTRO 25 MODE
1	KVL 5000	KVL 5000	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V
1	KVL 5000	KVL 5000	CA00243AJ	ADD: ADP PRIVACY
1	KVL 5000	KVL 5000	DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB OTG HOST ADAPTER M/F - USB ADAPTER
1	KVL 5000	KVL 5000	HKN6182B	CABLE KEYLOADING ADAPTER CGAI
1	KVL 5000	KVL 5000	WPLN6904A	KEYLOAD CABLE FOR APX7000
9	CONSOLETTTE	APX7500CO N	L37TSS9PW1 N	ALL BAND CONSOLETTTE
9	CONSOLETTTE	APX7500CO N	GA05508	DEL: DELETE VHF BAND
9	CONSOLETTTE	APX7500CO N	GA05509	DEL: DELETE UHF BAND
9	CONSOLETTTE	APX7500CO N	G806	ENH: ASTRO DIGITAL CAI OP APX
9	CONSOLETTTE	APX7500CO N	G51	ENH: SMARTZONE OPERATION APX
9	CONSOLETTTE	APX7500CO N	G361	ENH: P25 TRUNKING SOFTWARE APX
9	CONSOLETTTE	APX7500CO N	GA00580	ADD: TDMA OPERATION APX
9	CONSOLETTTE	APX7500CO N	G843	ADD: AES ENCRYPTION APX AND ADP
9	CONSOLETTTE	APX7500CO N	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
9	CONSOLETTTE	APX7500CO N	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
9	CONSOLETTTE	APX7500CO N	W382	ADD: CONTROL STATION DESK GCAI MIC
9	CONSOLETTTE	APX7500CO N	CA01598	ADD: AC LINE CORD US
9	CONSOLETTTE	APX7500CO N	G78	ADD: 3Y ESSENTIAL SERVICE
9	CONSOLETTTE	APX7500CO N	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
1	CONSOLETTTE	APX7500CO N	HKN6184C	CABLE CH, PROGRAMMING,USB



QTY	SUB SYS	BLOCK	NOMENCLATURE	DESCRIPTION
1	CONSOLETTTE	ANTASMBLY	DS4383G01A12	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 12 CHANNEL
2	CONSOLETTTE	ANTASMBLY	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
2	CONSOLETTTE	ANTASMBLY	DSMMK12	ANTENNA MOUNTING BRACKET
2	CONSOLETTTE	ANTASMBLY	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
300	CONSOLETTTE	ANTASMBLY	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE, 50OHM, BLACK POLYETHYLENE JCKT PER FT
2	CONSOLETTTE	ANTASMBLY	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
6	CONSOLETTTE	ANTASMBLY	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX
4	CONSOLETTTE	ANTASMBLY	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
2	CONSOLETTTE	ANTASMBLY	DSISB50LNC2	RF SPD, 10-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NF ANT, NF EQUIP
2	CONSOLETTTE	ANTASMBLY	DSNMP01250PIM	N MALE, PLENUM & IN-CONDUIT FOR 1/2" CABLE, OPTIMIZED FOR PIM
300	CONSOLETTTE	ANTASMBLY	DSAC012J50	1/2 IN-CONDUIT, 50 OHM, CORRUGATED, BLACK POLYETHYLENE JACKET
20	CONSOLETTTE	ANTASMBLY	DSNMPR01250PIM	N MALE RIGHT ANGLE, PLENUM & IN- CONDUIT FOR 1/2" CABLE
1	MICROWAVE	AVIAT	DQMWFYTVILLE0305 21	AVIAT MW, DISPATCH TO L23 DINSMORE

SECTION 3

STATEMENT OF WORK

Motorola Solutions is proposing to the The City of Fayetteville Police Department (Fayetteville PD) the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Fayetteville New PD Dispatch	Eight (8) MCC7500E Consoles, one (1) AIS Server, nine (9) APX Consolettes, one (1) Conventional Site Controller, three (3) TRCs and one (1) AVIAT PTP Link

The document delineates the general responsibilities between Motorola Solutions and The City of Fayetteville as agreed to by contract.

3.1 IMPLEMENTATION SOW

Tasks	Motorola Solutions	City of Fayetteville
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Furnish a performance bond in the full amount of the contract price as security for the faithful performance of Motorola Solutions' contractual obligations.	X	
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Motorola and Fayetteville will conduct weekly project status meetings. The meetings will be attended by the Motorola Project team.	X	X
Record the meeting minutes and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted	X	



Tasks	Motorola Solutions	City of Fayetteville
by Motorola Solutions.		
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Ensure key project participants attending the meeting.	X	X
Introduce all project participants attend the meeting.	X	X
Review the roles of the project participants to identify communication flows and decision-making authority between project participants.	X	
Review the overall project scope and objectives with the City of Fayetteville, AR.	X	
Review the resource and scheduling requirements with the City of Fayetteville, AR.	X	
Review the Project Schedule with the City of Fayetteville, AR to address upcoming milestones and/or events.	X	
Review the team' interactions (Motorola and Fayetteville) meetings, reports, milestone acceptance, and the City of Fayetteville's participation in particular phases.	X	
Schedule Design Review.	X	X
Deliverable: Project kickoff meeting completed. Meeting notes identify the next action items.		
Design Review – Review Contract Design		
Meet with the City of Fayetteville, AR project team.	X	
The City of Fayetteville's key project team participants attend the meeting.		X
Review Fayetteville's operational requirements and the impact of those requirements on various equipment configurations.	X	X
Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.	X	
Review and update design documents, including System Description, Statement of Work, Project Schedule, and	X	

Tasks	Motorola Solutions	City of Fayetteville
Acceptance Test Plan, based on Design Review agreements.	X	X
Make timely decisions according to the Project Schedule.		X
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Submit design documents to the City of Fayetteville, AR for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage and install.	X	
Prepare equipment layout plans for staging or field.	X	
Present configuration and details of sites required by system design.	X	
Validate that Fayetteville sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume responsibility for providing all information necessary for complete installation.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Complete Design Documentation, which may include updated System Description, Equipment List, System Drawings, or other documents applicable to the project.		
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SYSTEM INSTALLATION		



Tasks	Motorola Solutions	City of Fayetteville
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
Equipment Order and Manufacturing		
Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.	X	
Enter order into Motorola's Customer Order Fulfillment (COF) system and reconcile to contract.	X	
Create Ship Views, to confirm with the City of Fayetteville, AR the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.	X	
Create equipment order and reconcile to contract.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.	X	
Approve shipping location(s).		X
Deliverable: Equipment procured and ready for shipment.		



Tasks	Motorola Solutions	City of Fayetteville
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide climate controlled equipment storage.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Terminate the audio outputs for the logged talkgroups into logging recorder	X	
Configure audible alarms associated with SDM 3000 Aux I/Os	X	
Relocate the existing satellite phone	X	
Deliver solution equipment to identified locations.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes. (see per site detail).	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity if required.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet (see per site detail).	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	



Remove, transport, and dispose of identified old Console equipment if any	X	
Perform console programming and configuration, based on the console templates designed during the fleetmapping process.	X	

Tasks	Motorola Solutions	City of Fayetteville
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Install One (1) Aviat 11GHz Microwave Radio with DC Battery Plant with associated waveguide and microwave dish; provide microwave dish mounts	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Provide a sufficient rooftop structure able to support the microwave dish and also provide an unobstructed line of sight		X
Provide all required pathways and ceiling/wall ports to allow proper routing of microwave waveguide.		X
AIS Configuration	X	
Install One (1) Archiving Interface Server to provide the interface between the radio system and Fayetteville's existing recording system.	X	
Deliverable: Equipment installed.		
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
Develop Console and User Radio Fleetmap		
Schedule required meeting(s) with the appropriate Fayetteville representative(s)/agency (ies).	X	X
Meet with Fayetteville's user groups.	X	
Provide details on the features and functionality of the Motorola equipment/system.	X	
Work with the City of Fayetteville to develop and obtain approval of up to three (3) templates for the system. Templates will reflect agencies of the City's choosing.	X	
Any changes requested by Fayetteville after approval of template definitions will require updating the contract documents accordingly.	X	
Program the approved templates into consoles and consolettes; three (3) example templates are listed below. One (1) template for Dispatch Operators One (1) template for Supervisors One (1) template for Police Department	X	
Evaluate sample radios and provide feedback.		X
Approve templates.		X
Deliverable: Fleetmap plan completed and approved by Customer.		
Control Stations Radio Installation and Programming		
Test features and functionalities of the approved subscriber templates.	X	

Tasks	Motorola Solutions	City of Fayetteville
Program and configure Consolettes identified in the equipment list in accordance with the programming templates and fleetmap. A "one-time only" programming is included in the project pricing.	X	
Install the antennas on the roof, where practical, on the new antenna installations. If console antenna cannot be installed on the roof, determine an alternative location.	X	
Provide a sufficient rooftop structure for control station antennas.		X
Provide all required pathways and ceiling/wall ports to allow control station and lines routing.		X
Deliverable: Control Station Radios installed and accepted		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit for Existing Sites		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.		
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		

Tasks	Motorola Solutions	City of Fayetteville
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.		
Witness the functional testing.	X	
Document all issues that arise during the acceptance tests.	X	X
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, Motorola will create a Punchlist, and repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.	X	
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.		X
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.		
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.		X
Notify the personnel affected by the cutover of the date and time planned for cutover.	X	
Provide ongoing communication with users regarding the project and schedule.		X



Tasks	Motorola Solutions	City of Fayetteville
Cut over users and ensure that user radios are operating on system.	X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.		X
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.	X	
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.		
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.	X	
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.		
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> • Site Block Diagrams. • Site Floor Plans. • Site Equipment Rack Configurations. • Site design Tower and/or Building drawings/ site design 'as built', as applicable. • Antenna Network Drawings for RF Sites . • ATP Test Checklists. • Functional Acceptance Test Plan Test Sheets and Results. • Equipment Inventory List. • Console Programming Template (where applicable). • Maintenance Manuals (where applicable). • Technical Service Manuals (where applicable). • Drawings will be delivered in Adobe PDF format. 	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.		X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

3.2 CIVIL STATEMENT OF WORK

Motorola site Design team eager to work with Fayetteville PD building Architecture team, upon receiving the preliminary building footprint design, Motorola site team can assist designing the Antenna and Dish Mounting fixtures.

3.2.1 Site Development at Dinsmore Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Existing tower to be used for Microwave Dish Install.

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of City of Fayetteville, Arkansas.
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Customer Responsibilities:

- Approval from the tower owner for the use of the tower for RF antennas and lines as well as microwave dishes and waveguide. As well the approval to locate the new microwave equipment in the RF shelter and support by the existing generator.
- Motorola has not included any UPS, Generator or DC or electrical as a part of this quote.



3.3 AVIAT MICROWAVE STATEMENT OF WORK

3.3.1 Overview

The path calculations and digitized path profiles performed yield a design that meets or exceeds the parameter of 99.9999% reliability for all microwave paths. The path studies completed during the design phase of this project were calculated using the best tools and environmental data available. However, these path studies are limited by being only a mathematical prediction based on specific assumptions and cannot account for every environmental anomaly that may affect path performance, such as unexpected tree growth and unaccounted terrain formations. To ensure the reliability of these proposed microwave links, a field path study will be performed. The microwave design is not finalized until these field path studies are completed following contract execution, and the results of the field studies may necessitate additional equipment, such as longer cable runs or additional Links in between sites. Furthermore, the process of frequency coordination/licensing may result in certain design changes such as replacing regular dishes with high performance dishes. The City will be responsible for additional costs beyond this proposed design. The results of the preliminary path calculations are based on the information provided and the considerations presented below.

The following considerations and assumptions are incorporated into the path calculations:

- An actual path survey must be conducted to verify the geographical coordinates and site elevations, path clearances, building obstructions, etc.
- All the calculations are generic in nature and cannot be used for final engineering purposes. An actual field path survey must be conducted to verify the following:
- Geographical coordinates and site elevations, path clearances, etc.
- Tower heights, establish placement of various types of antennas, lights, guys, etc. Antenna heights used in the study are all assumptions and cannot be used for final engineering design.
- Verify cable line lengths.
- Establish facts which may affect the design of the microwave system.
- All sites are assumed to be land-accessible and no special transportation such as helicopter and the like is required to gain site access.

3.4 AVIAT PROJECT SCOPE

This SOW applies to Fayetteville Dispatch project proposed by Aviat Networks and cannot be extended to other projects. Aviat Networks will provide the following services to Motorola Solutions:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Project Management | <input checked="" type="checkbox"/> Network Engineering |
| <input checked="" type="checkbox"/> Transmission Engineering | <input checked="" type="checkbox"/> Project Engineering |
| <input checked="" type="checkbox"/> Configuration Engineering/Drafting | <input type="checkbox"/> MPLS Network Services |
| <input checked="" type="checkbox"/> Factory Integration and Testing | <input checked="" type="checkbox"/> Antenna & Line Installation |
| <input checked="" type="checkbox"/> Radio Installation and Testing | <input checked="" type="checkbox"/> Network Integration |
| <input type="checkbox"/> Radio Decommission | <input type="checkbox"/> Antenna System Decommission |
| <input checked="" type="checkbox"/> DC Power System Installation and Testing | <input type="checkbox"/> DC Power System Decommission |



☐ Civil Construction

☐ Field Technical Support

Project Summary

Number of Hops

Number of parallel RF Channels

Radio Equipment Families

Link Capacity

Traffic Type

1
NA
IRU600 / INUe
155 Mbps ACM
IP + T1

Number of Sites

Number of Sites

Frequency Band(s)

Protection Type(s)

Project Locations (States)

2
NA
6 GHz
MHSB
AR

3.5 SYSTEM SUMMARY

Aviat Networks is providing one hop of Eclipse IRU600 11GHz MHSB radio passing up to 267Mbps with up to sixteen T1's using ACM from the Fayetteville Dispatch site into the existing Fayetteville 3-hop 8xT1 ring at site L23 Dinsmore Trail.

The desired two-way path reliability of 99.9999% at 155Mbps is met by utilizing new 3' RFS Category A dishes. The path model used in the Pathloss 5 calculations is Vigants-Barnett. The clearance criteria used to set the dish heights is 0.3F1 @ K=0.66 and F1 @ K=1.33.

All antenna centerlines are estimates only and are based on USGS clutter data in Pathloss 5. These centerlines may have to be raised based on actual field path survey results.

New EP105 premium waveguide, associated attachment hardware, and entry boots will be provided at both sites. A new dehydrator and manifold are provided at the new Dispatch site. The existing ring site will reuse the existing equipment.

All equipment will be mounted, wired, and tested on standard 7'06" x 19" aluminum racks. Each rack will be equipped with a breaker panel and a vertical GND bar for R56 compliance.

The site power plant for the new Dispatch site consists of an Eltek Flatpack S redundant - 48VDC charger and Enersys 10-year VRLA batteries. These chargers and batteries will be mounted in the radio rack. Power consumption and battery size calculations take into account our quoted equipment plus 40% growth; see file "NA190529-41708 Motorola AWIN Fayetteville Dispatch Power Calcs". The power calculations assume a 120 VAC customer-provided power source, an 8 hour battery backup time, and a 24 hour battery recharge time. We can change our calculations to accommodate different AC sources, and backup / recharge times if desired. The existing L23 Dinsmore Trail ring site will use the existing charger and battery plant.

AC feeds required to power the Dispatch Microwave DC charger will be provided by: City of Fayetteville.

Traffic demarcation on the Aviat provided equipment will be as follows:

- T1 demarcation will be on the RJ48 patch panel
- Ethernet demarcation will be on the RJ45 jacks and fiber SFP's on the front of the DAC GE3 Gigabit Ethernet card

The network management of the new radio hop will connect into the existing Fayetteville ring and connect to the existing AWIN ProVision system.

No tower structural analysis is included.



3.6 AVIAT VALIDITY OF QUOTE/PRICING

Aviat pricing validity is valid until March 3rd, 2022.

3.7 AVIAT NETWORKS INSTALLATION, INTEGRATION, & TESTING DELIVERABLES

- ✓ Site Installation Completion Report
- ✓ Quality Checklists
- ✓ System Installation Completion Report
- ✓ Field Acceptance Test Report (completed)
- ✓ Punch List Completion Report
- ✓ As-built Record Sets



3.8 PROJECT SCHEDULES

3.8.1.1 Project Schedule Key Dates - Consoles

- Project Duration: 7 months
- Contract Award: February 2022
- CDR Meeting: March/April 2022
- Console Staging at new Dispatch Center: June/July 2022
- Installation Complete: July/August 2022
- Optimization Complete: September 2022
- System Acceptance: by Feb-2023
- Final Acceptance: by Feb-2023
- Warranty Start Date: by Feb-2023

3.8.1.2 Project Schedule Key Dates MW

- Project Duration: 7 months
- Contract Award: February -2022
- CDR Meeting: March/April 2022
- Transmission Engineering: April/May 2022
- Installation of MW: June/July 2022
- MW Install Complete: July/August 2022
- System Optimization : September 2022
- Link Verification: September 2022
- System Acceptance: by Feb 2023
- Warranty Start Date: by Feb-2023

Note: All dates above will be finalized and mutually agreed upon as an output of the CDR (Contract Design Review) Meeting that will take place within 60 days of the contract award.



SECTION 4

ACCEPTANCE TEST PLAN

MCC 7100/7500 Trunked Resources

4.1.1 Instant Transmit

1. DESCRIPTION

Pass ____ Fail ____

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.



MCC 7100/7500 Trunked Resources

4.1.2 Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

Pass ____ Fail ____

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.

- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.



MCC 7100/7500 Trunked Resources

4.1.3 Emergency Alarm and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call.

An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. Initiate an Emergency Alarm from RADIO-1.
- Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.
- Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.

- Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.
- Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1
- Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.
- Step 7. End the Emergency Alarm from RADIO-1.

Pass _____ Fail _____



MCC 7100/7500 Trunked Resources

4.1.4 Multigroup Call

1. DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - RANDOM
CONSOLE-1 - ATG 1

Note: TALKGROUP 1 and TALKGROUP 2 are members of ATG 1. RANDOM is any talkgroup not a member of ATG 1.

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1, select the ATG 1 resource.
- Step 2. Initiate the Multigroup Call from CONSOLE-1.
- Step 3. Observe that RADIO-1 and RADIO-2 receive the Multigroup Call.
- Step 4. Verify that RADIO-3 does not receive the Multigroup Call because it is not a member of ATG 1.
- Step 5. Answer the Multigroup Call using RADIO-1 and observe CONSOLE-1 receives the response.
- Step 6. Verify that if the call is answered within the repeater hang time, the console will

receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.

- Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 will monitor the call.

Pass _____ Fail _____



MCC 7100/7500 Trunked Resources

4.1.5 Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

Pass____ Fail____

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.
- Step 2. Transmit on the Msel using the Msel instant transmit button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear the call.
- Step 4. Initiate a call with RADIO-1.
- Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.

- Step 6. Initiate a call with RADIO-2.
- Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.
- Step 8. On CONSOLE-1 dissolve the Msel.



MCC 7100/7500 Trunked Resources

4.1.6 Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and
TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.

Step 2. Initiate a patch call from CONSOLE-1.

Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.

Step 4. Initiate several calls between the radios and verify successful communication.

Step 5. Dissolve the patch created in step 1.

Pass____Fail____



MCC 7100/7500 Trunked Resources

Pass _____ Fail _____

4.1.7 Alert Tones - Talkgroup

1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.040

2. TEST

- Step 1. Select TALKGROUP 1 on CONSOLE-1.
- Step 2. Select Alert Tone 1 and depress the Alert Tone button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.
- Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.



CC 7100/7500 Trunked Resources

4.1.8 Call Alert

Pass _____ Fail _____

1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.030

2. TEST

- Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.
- Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.
- Step 4. Turn off RADIO-1.
- Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.
- Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.



MCC 7100/7500 Trunked Resources

4.1.9 Console Initiated Private Call to Subscriber

1. DESCRIPTION

Pass____Fail____

Private Conversation is a selective calling feature which allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

- Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.
- Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)
- Step 3. Click the Send button.
- Step 4. Answer the Private Call with RADIO-1 and respond to the console.
- Step 5. Verify RADIO-2 does not hear the private conversation.
- Step 6. After completing the Private Call, return to the normal talkgroup mode.



MCC 7100/7500 Trunked Resources

4.1.10 Console Priority

1. DESCRIPTION

Pass _____ Fail _____

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TALKGROUP 1 call from RADIO-1.

MCC 7500E IP Dispatch Console

Use or disclosure of this proposal is subject to the restrictions on the cover page.



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MCC 7100/7500 Trunked Resources

4.1.11 Activity Log

1. DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-2 – TALKGROUP 2
RADIO-3 – TALKGROUP 3
RADIO-4 – TALKGROUP 4
CONSOLE-1 – TALKGROUP 1, TALKGROUP 2, TALKGROUP 3, TALKGROUP 4

VERSION #1.020



CONVENTIONAL TEST

4.1.12 Console Site Entering Site Conventional Mode

1. DESCRIPTION

The MCC 7500 Console site will enter site conventional mode when the Zone Controller (ZC)-Console Site Control Path fails and Conventional Site Controller-Console Site Control Path is established.

The console site will re-enter wide area conventional mode when ZC-Console Site Control Path is re-established.

SETUP

RADIO-1- CONVENTIONAL CHANNEL 1
RADIO-1 - SITE - CONVSITE 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - SITE - CONSITE 1
CONSOLE-2 - CONVENTIONAL CHANNEL 1
CONSOLE-2 - SITE - CONSITE 1

CSC - SITE - CONVSITE 1

CCGW-1 - CONVENTIONAL CHANNEL 1
CCGW-1- SITE - CONVSITE 1

CONVSITE 1 is co-located with CONSITE 1

Note: Configure the method to detect inbound radio transmission to VOX

VERSION #1.060



2. TEST

- Step 1. Initiate a call on CONVENTIONAL CHANNEL 1 at CONSOLE-1. Keep this call established for the duration of the test.
- Step 2. Verify that RADIO-1 and CONSOLE-2 hear CONSOLE-1
- Step 3. Disconnect the CONSITE 1 WAN link
- Step 4. Verify that CONSOLE-1 and CONSOLE-2 provide an indication that CONSITE-1 has entered into site conventional mode.
- Step 5. Verify that RADIO-1 and CONSOLE-2 continue to hear CONSOLE-1.
- Step 6. Reconnect the CONSITE-1 WAN link.
- Step 7. Verify that CONSOLE-1 no longer provides an indication that CONSITE 1 is in site conventional mode.
- Step 8. Verify that RADIO-1 and CONSOLE-2 hear CONSOLE-1, then end the CONVENTIONAL CHANNEL 1 call.

Pass ____ Fail ____



4.2 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

Date:

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

Date:

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

Date:

Please Print Name: _____

Initials:

Please Print Title: _____



SECTION 5

PRICING

Motorola Solutions is pleased to provide the following equipment and services to The City of Fayetteville. Pricing is based upon NASPO Value Point Contract #00318.

Qty	Model / Sub-System	Description	NASPO Price Each	Extended Price
1 Lot	Microwave System	Aviat Microwave System and Site Networking / MPLS Equipment	\$166,234.00	\$166,234.00
8 Each	Consoles	MCC 7500e Dispatch Console System	\$47,905.25	\$383,242.00
		Computer Workstation Hardware and Site System Equipment		
		MCC7500 Console System Licenses		
		Conventional Channel Gateways		
1 Each	AIS Server	Archiving Interface Server	\$36,866.50	\$36,866.50
		Motorola VPM (Voice Processor Module)		
		AIS Workstation Hardware		
		AIS Server Software License		
9 Each	Backup Consolettes	APX All Band Consolette	\$9,715.60	\$87,440.40
		Delete UHF & VHF Bands		
		Astro P25 TDMA Operation		
		ADP and AES Encryption		
		Multiple Encryption Key (Multikey)		
		AC Line Cord		
		Consolette Rack Mount Kick		
		3 Year Essential Service		

MCC 7500E IP Dispatch Console

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Qty	Model / Sub-System	Description	NASPO Price Each	Extended Price
1 Lot	KVL5000	Key Variable Loader with cables	\$4,808.00	\$4,808.00
1 Lot	Console Antenna System	16 channel Control Station Antenna Combiner (764-869 MHz)	\$25,742.00	\$25,472.00
		Antenna Cable		
		Grounding Kits		
		Connectors and Mounting Hardware		
1 Lot	Spare Equipment	Critical System Spares to have on hand for expedited restoration in the event of component failures.	\$39,648.00	\$39,648.00
1 Lot	Project Services	Turn-key Project Services including the following:	\$487,113.00	\$487,113.00
		Project Management (\$43,100)		
		System Engineering & Technologist for System Installation / Optimization (\$313,238)		
		Microwave Installation Services (\$93,464)		
		Subscriber Programming (\$20,161)		
		Site Development (\$17,150)		
		NASPO Contract Sub-Total		\$1,230,843.90
		Incentive – Order by March 31, 2022		-\$133,000.00
		Incentive – Large System Discount		-\$102,000.00
		Incentive – Customer Loyalty		-\$102,615.00
		PROPOSAL SUB-TOTAL		\$893,228.90
		Estimated Sales Tax (9.75%)		\$87,089.82



SECTION 6

CONTRACTUAL DOCUMENTATION

MOTOROLA'S PROPOSAL IS BASED ON THE USE OF THE BELOW TERMS AND CONDITIONS OR A
NEGOTIATED VERSION THEREOF.

COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and City of Fayetteville, Arkansas ("City of Fayetteville") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, 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 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated January 20, 2022

C-2 "Pricing Summary & Equipment List" dated January 20, 2022

C-3 "Implementation Statement of Work" dated January 20, 2022

C-4 "Acceptance Test Plan" or "ATP" dated January 20, 2022

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3. ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the



Administrative User Credentials may be referred to as the Administrative User.

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

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

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

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

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"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.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

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

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

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

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

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

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, 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 or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order and the change order is approved, in advance, by the Mayor and/or City Council.

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, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, 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. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) 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 <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **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.

3.6. **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.

3.7. **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.

3.8. **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 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. 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 applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information



that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 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 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$893,228.90 (plus applicable tax). If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of 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. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.



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

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

Name: City of Fayetteville – Attn: Kathy Stocker
Address: 100 W Rock Street, Fayetteville, AR 72701
Phone: 479-587-3561
Email: kstocker@fayetteville-ar.gov

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

Name: Fayetteville Police Department
Address: 1800 N Stephen Carr Drive, Fayetteville, AR 72704

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

Name: City of Fayetteville c/o Arkansas Valley Communications
Address: 1163 N. Ruppel Road, Fayetteville, AR 72704
Phone: 479-900-0823

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

Section 7 SITES AND SITE CONDITIONS

7.1. 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 worksites 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.

7.2. 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 may 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.

7.3. 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 9 SYSTEM ACCEPTANCE

9.1. 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.

9.2. **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.

9.3. **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.

9.4. **FINAL SYSTEM ACCEPTANCE.** Final System 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 10 REPRESENTATIONS AND WARRANTIES

10.1. **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.

10.2. **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 beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by 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.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **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 Equipment or Software 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. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. 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.

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

10.8. **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, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **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 or applicable Addenda for a time period that is reasonable under the circumstances.

Section 12 DISPUTES

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

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas.

12.2. **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.

12.3. This section reserved for future use.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for thirty (30) days after receipt of the Notice of Dispute, 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.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 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 13 DEFAULT AND TERMINATION

13.1. 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.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, 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. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. 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 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.

14.2. 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.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. 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 ("Motorola 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.

14.3.2 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 Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola 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 Motorola Product; (c) Motorola 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 Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola 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 Motorola Product.

14.3.4. This Section 14 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 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 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 implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages



recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. 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, LOSS TIME, DATA, GOODWILL, 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 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Subject to the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **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.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. 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 thirty (30) 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.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.



17.3. **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.

17.4. **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.

17.5. **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.

17.6. **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.

17.7. **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 provided by the other Party 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.

17.8. **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.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **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.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to



provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. 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 executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. 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 or 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.

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

Motorola Solutions, Inc.

By: 

Name: Nancy Johnson

Title: Miss Vice President

Date: 1-27-2022

Customer

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and The City of Fayetteville, AR ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software



Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 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 SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.



Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



MCC 7500E IP Dispatch Console



Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Contractual Documentation 6-21

EXHIBIT B PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of 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. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 10% of the Contract Price due upon contract execution (due upon effective date);
2. 10% of the Contract Price due upon completion of Contract Design Review (CDR)
3. 30% of the Contract Price due upon shipment of equipment from Staging;
4. 30% of the Contract Price due upon installation of equipment (billed on a site by site basis);
5. 15% of the Contract Price due upon System Acceptance (when all acceptance tests are complete); and
6. 5% of the Contract Price due upon Final System Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



EXHIBIT C
Technical and Implementation Documents

Motorola Solutions proposal dated January 20, 2022 includes the Technical and Implementation documents for this contract as part of the System Description, Equipment List, and Statement of Work sections of the primary proposal.

EXHIBIT D

System Acceptance Certificate

Customer Name _____

Project Name _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

