



PURCHASING DEPARTMENT

Madison County Board of Supervisors
146 West Center Street
Canton, MS 39046 / 601-855-5534
kesha.buckner@madison-co.com

October 5, 2020

To: Board of Supervisors
From: Kesha Buckner, Purchasing Clerk KB
Subject: Award (4) Weather Waring Sirens

Attached are copies of the results of recent reverse auction for (4) Weather Waring Sirens.

I recommend that the Board take the following action:

1. Acknowledge the two bids received;
2. Award bid to Precision Communications, Inc. as the lowest and best bidder

Thank you in advance for your consideration of the above recommendations.

Mission Commission Archives Planning and Zoning Bid Tool Email Manager Help Bid Tool

- Create New Bid
- View Pending Bids
- View Open Bids
- View Closed Bids
- View Public Log
- Bid System Log
- Permissions
- Current Time: 10-01-2020 04:32:05 pm

Show entries

Search:

ID	Name	Phone	Email	Company Name	Date Submitted	Bid Amount	View Bid
2459	Joe Collison	(256) 452-1542	joecollison@callmc.com	Mobile Communications America	09-18-2020 10:02:32 am	\$170,810.00	
2460	James Coggin.	(662) 256-3118	jcoggin@precisioncommunicationsinc.com	Precision Communications Inc	09-18-2020 10:14:58 am	\$170,000.00	
2461	Joe Collison	(256) 452-1542	joecollison@callmc.com	Mobile Communications America	09-18-2020 10:37:57 am	\$169,900.00	
2462	Joe Collison	(256) 452-1542	joecollison@callmc.com	Mobile Communications America	09-18-2020 10:50:00 am	\$169,800.00	
2463	Joe Collison	(256) 452-1542	joecollison@callmc.com	Mobile Communications America	09-18-2020 10:50:39 am	\$169,700.00	
2464	JAMES A COGGIN	(662) 256-3118	jcoggin@precisioncommunicationsinc.com	Precision Communications Inc	09-18-2020 10:54:32 am	\$169,600.00	
2465	Joe Collison	(256) 452-1542	joecollison@callmc.com	Mobile Communications America	09-18-2020 10:58:06 am	\$160,309.24	
2466	JAMES A COGGIN	(662) 256-3118	jcoggin@precisioncommunicationsinc.com	Precision Communications Inc	09-18-2020 11:02:23 am	\$160,209.24	
2467	Joe Collison	(256) 452-1542	joecollison@callmc.com	Mobile Communications America	09-18-2020 11:03:14 am	\$154,655.00	
2468	JAMES A COGGIN	(662) 256-3118	jcoggin@precisioncommunicationsinc.com	Precision Communications Inc	09-18-2020 11:08:09 am	\$154,600.00	
2469	Joe Collison	(256) 452-1542	joecollison@callmc.com	Mobile Communications America	09-18-2020 11:09:22 am	\$151,121.24	
2470	JAMES A COGGIN	(662) 256-3118	jcoggin@precisioncommunicationsinc.com	Precision Communications Inc	09-18-2020 11:14:17 am	\$151,000.00	
2471	Joe Collison	(256) 452-1542	joecollison@callmc.com	Mobile Communications America	09-18-2020 11:19:16 am	\$150,999.00	
2472	JAMES A COGGIN	(662) 256-3118	jcoggin@precisioncommunicationsinc.com	Precision Communications Inc	09-18-2020 11:19:56 am	\$150,998.00	

Showing 1 to 14 of 14 entries

[Previous](#) 1 [Next](#)


**PRECISION
COMMUNICATIONS**
P.O. Box 298
Amory, MS 38821
662-256-3118 or 800-737-7357

Estimate

Estimate No. 13830
Date 8/25/2020

Bill To
MADISON COUNTY EMA
ALBERT JONES
125 W NORTH ST
CANTON, MS 39046

Ship To
MADISON COUNTY EMA
ALBERT JONES
1633 WEST PEACE STREET
CANTON, MS 39046

P.O. No.

Description	Qty	Rate	Total
WPS2910 WHELEN SIREN, 129DBC OMNI DIRECTIONAL SPEAKER CELLS. THREE COMPARTMENT NATURAL FINISH ALUMINUM CABINET. UPPER COMPARTMENT CONSISTS OF THE FOLLOWING ELECTRONIC COMPONENTS: POWER AMPLIFIERS, ELECTRONIC SIREN CONTROLLER, TONE GENERATOR, TIMER, LOCAL CONTROL PUSH BUTTONS, BATTERY SWITCH, 10 AMP TEMPERATURE COMPENSATED BATTERY CHARGER AND SI TEST. LOWER COMPARTMENT: BATTERY TRAY AND LIGHTNING ARRESTOR SIX STANDARD PUBLIC WARNING TONES AVAILABLE: WAIL, WHOOP, ATTACK, HI-LO, ALERT, AIRHORN INCLUDES VOICE MESSAGES AND LIVE PUBLIC ADDRESS.	4	0.00	0.00
C2030NV2 DTMF VHF HIGH-BAND NARROW-BAND TWO-WAY ACTIVATION	4	0.00	0.00
335 SOLAR PACKAGE 1524778 JINKO SOLAR 335W MODULE SILVER, JKM33599-72-V 40MM FRAME, 9991054 4 STAR SOLAR MC4 10AWG-PV WIRE 100' CABLE EXTENSION, 3680142 MORNINGSTAR SUNSAVER CHARGE CONTROLLER, SS-10L-24V 10 AMP 24V WITH LVD, 9110017 GENERAL SPECIALTIES CUSTOM UPGRADE, 9110048 GENERAL SPECIALTIES SOP-X-SIDE OF POLE MOUNT FOR SIZE D MODULE (INCLUDES SHIPPING AND HANDLING)	4	0.00	0.00
31XHD EXIDE BATTERY	16	0.00	0.00
55 FOOT CLASS I POLE	4	0.00	0.00
SHIPPING/FREIGHT CHARGES FOR SIREN	4	0.00	0.00
POLE FREIGHT	1	0.00	0.00
LABOR TO INSTALL SIREN, SOLAR PANELS AND POLES; PROGRAM INTO EXISTING SYSTEM ON BOTH CONTROLLERS, SYSTEM OPTIMIZATION; TEST COMPLETE	1	0.00	0.00

PRICES GOOD FOR 90 DAYS FROM ABOVE DATE

PROPOSAL BY:

Brad Moore 8-25-20

Subtotal	\$0.00
Sales Tax (7.0%)	\$0.00
Total	\$0.00

COMPANY NAME: Precision Communications, Inc.

ADDRESS: P.O. Box 298, Amory, MS 38821

TELEPHONE: 662-256-3118

FAX NUMBER: 662-256-3292

EMAIL: precisioncommunicationsinc@gmail.com

Brad Moore
AUTHORIZED REPRESENTATIVE'S SIGNATURE

8/25/20
DATE

Brad Moore
PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

PROPOSAL SHEET MUST BE SIGNED AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE

MUST INCLUDE PRODUCT SUMMARY, INCLUDING DETAILS OF ALL FEATURES AND OPTIONS OF PROPOSED VEHICLE

Initial B.M. Date 8-25-20

State of Mississippi

BOARD OF CONTRACTORS

PRECISION COMMUNICATIONS INC.

30377 HWY 278 W
ABERBEEN, MS 39730

ACTIVE

is duly registered and entitled to perform

COMMUNICATION SYSTEMS AND LOW VOLTAGE ELECTRICAL

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 10 day of July, 2020



CERTIFICATE OF RESPONSIBILITY

No. 17125-SC

Expires July 10, 2021

A handwritten signature in cursive script, reading "Joel A. Carroll".

CHAIRMAN OF THE BOARD



Mobile Communications America Response (4) Weather Warning Sirens

September 15, 2020

Madison County Board of Supervisors

Mobile Communications America is pleased to have the opportunity to submit our response to the Advertisement for Bid. The MCA project team has taken great time and care to propose a solution that will meet your needs and provide unsurpassed value.

As a trusted solution provider for public safety entities and mission critical business organizations, MCA is prepared to assist with your Warning system needs. We are committed to your success by:

- Delivering total, integrated Warning System solutions that empower your organization.
- Drawing on experience, skills, and an extensive portfolio of technologies, services, and capabilities to complete your project.
- Meeting our commitments so that you can be confident we will provide the right solution for your organization.

We thank you for the opportunity to furnish this response. If you have any questions, please contact **Joe Collison**, 256-452-1542 or jocollison@callmc.com.

Sincerely,

Joe Collison

Mass Notification Specialist

Mobile Communications America

☎ 256-241-4725 · 256-452-1542

✉ jocollison@callmc.com

🌐 www.callmc.com

📍 1508 Noble St, Anniston, AL 36201

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Section 1: Bid Response

Below is a list of the customer's detailed requirements and the associated response with those bid requirements in BLUE text.

1. Each siren must have a minimum of 129 decibel siren with Omni-directional speaker cells.
 - o Mobile Communications America (MCA) is bidding to provide 4 new Whelen WPS2910 voice and tone omni directional warning sirens
2. Each siren must have a class-one pole.
 - o MCA will provide each siren with a 60 ft class 1 direct burial wood utility pole
3. Each siren must have a Solar power backup.
 - o MCA will provide each siren with an AC charger with solar power for backup charging. AC will be primary and will auto switch to solar if AC is lost. Once AC is restored, the system will automatically switch back to AC as the primary charging source.
4. Installation and all equipment needed for proper installation must be included.
 - o Installation will be provided by Live Wire, a local siren installation company, and supervised by a Whelen factory trained and authorized technician
5. Each vendor must demonstrate the ability to integrate proposed products to Madison County's current notification system.
 - o MCA will provide Whelen products that will communicate via fast DTMF, two way for diagnostics, back to the existing CentrAlert
6. Each successful bidder must have factory trained technicians for the products being bid.
 - o MCA will provide factory trained technician(s) to optimize the communications to the new sirens with the current system, test the system for customer sign off and train the end user on any new features or functions
7. Each vendor is required to have a valid MS license in Sound & Communications.
 - o Live Wire, MCA will subcontract installation of hardware to Live Wire which is licensed in the State of Mississippi
8. Each vendor must have bid has a loaner siren in the event that one becomes inoperable
 - o MCA currently has access to a trailer mounted portable siren that would satisfy this requirement
9. Each vendor must have a response time of 3 hours or less in case of an emergency.
 - o MCA will respond to a request for service within 3 hours. On-site arrival time will be determined by the Severity and anticipated equipment necessary to resolve the issue.
10. Bids must include a minimum of a (1) year warranty.
 - o The Whelen hardware within this offering includes a manufacturer 5 year warranty as detailed in this response

MCA estimates the following timeline for this project:

1. Material finalized and order submitted, 1 week ARO and execution of contract
2. Material received at customer location, 8-10 weeks after order
3. Installation completed, tested and accepted within 3 weeks of material receipt

Section 2: Supporting Specifications

WHELEN® 2910 Ten Cells

Mass Notification Warning Product

Whelen's Mass Notification WPS2900 series omni-directional voice product delivers clear, powerful voice communication.

System Features

- WPS2910 - Ten Omni-Directional Speaker Cells Assembled in a Vertical Column
- Three Compartment (Type III) Natural Finish Aluminum Cabinet
- WPS2910 Speaker Cell Includes Ten High Efficiency 400 Watt EZ-PULL® Speaker Drivers
- 50' Cable Included
- Pole Top Mounting Bracket Included
- Public Address Capability
- Battery Powered, Minimum of 30 Minutes of Full Power Output with Batteries of our Recommendation
- AC Temperature Compensated 10 Amp Battery Charger
- Local Controls or Remote Controls
- Ten Power Amplifiers
- Electronic Controller
- Tone Generator
- Timer
- Local Control Push Buttons
- Battery Switch
- SI TEST¹
- Battery Tray
- Lightning Arrestor
- Six Standard Public Warning Tones - Wall, Whoop, Attack, Hi-Lo, Alert, Airhorn

System Options

- SBC230 - Solar Power¹
- WPSBATT - Delco S2000 or Interstate Workaholic 31-MHD Batteries
- WPSNCMIC - Noise Canceling Microphone
- Alternate Tone Set
- RDVM - Digital Voice Message Capability²

NOTES:

- ¹ Solar power option includes 2 - 80 watt panels, mounting bracket and regulator
- ² RDVM - 1-16 message capability with 240, 480 or 960 seconds available for recording

Activation Controls

Our VHF High and UHF Wide-Band activation control packages include the following:

- Radio
- Radio Interface
- Tone Squelch
- 2-3dB Gain Omni-Directional Antenna with Bracket
- 35' of RG58 Antenna Cable
- Polyphaser
- SI TEST¹
- Low Battery Alarm (Two-Way only)

Other features are dependant upon one or two way controls. Whelen equipment can be interfaced with many different types of two-way radio communications products and systems including 800Mhz trunking, Motorola's MOSCAD, FSK, Narrow-Band and VHF Low Band. The following is available as standard options. Contact factory for special applications.

One-Way Controls

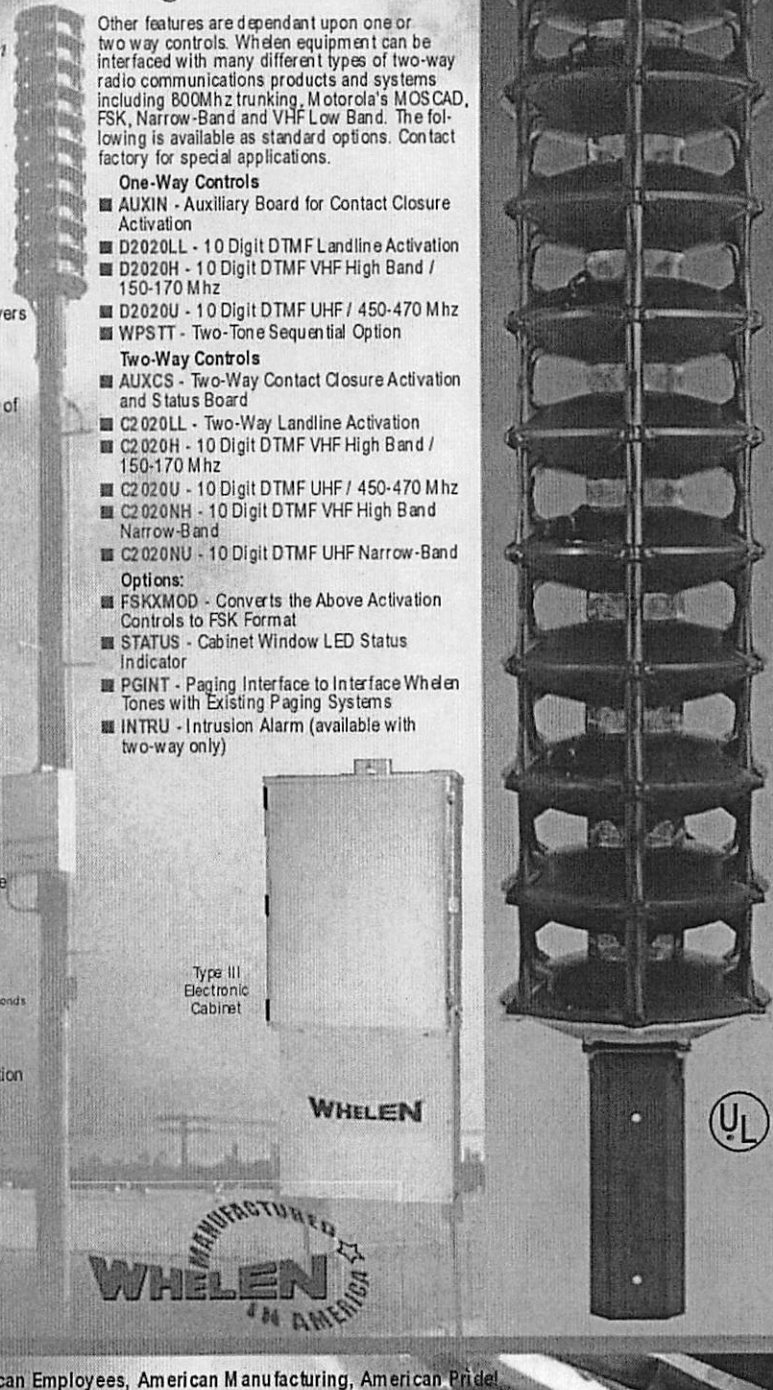
- AUXIN - Auxillary Board for Contact Closure Activation
- D2020LL - 10 Digit DTMF Landline Activation
- D2020H - 10 Digit DTMF VHF High Band / 150-170 Mhz
- D2020U - 10 Digit DTMF UHF / 450-470 Mhz
- WPSSTT - Two-Tone Sequential Option

Two-Way Controls

- AUXCS - Two-Way Contact Closure Activation and Status Board
- C2020LL - Two-Way Landline Activation
- C2020H - 10 Digit DTMF VHF High Band / 150-170 Mhz
- C2020U - 10 Digit DTMF UHF / 450-470 Mhz
- C2020NH - 10 Digit DTMF VHF High Band Narrow-Band
- C2020NU - 10 Digit DTMF UHF Narrow-Band

Options:

- FSXKMOD - Converts the Above Activation Controls to FSK Format
- STATUS - Cabinet Window LED Status Indicator
- PGINT - Paging Interface to Interface Whelen Tones with Existing Paging Systems
- INTRU - Intrusion Alarm (available with two-way only)



WHELEN[®] 2910 Specifications

Component	Height Inches (CM)	Width Inches (CM)	Depth Inches (CM)	Weight Lbs. (KG)
WPS2910 Speaker	132.9 (337.6)	33.4 (84.8)	0	558 (253.1)
Electronics Cabinet Type III	69.5 (176.5)	30.0 (76)	14.0 (35.5)	220 (99.8)
Pole Top Bracket	30.5 (77)	12.0 (30.5)	See Drawing	71 (32)

Electrical

- Battery Charger Input: 120VAC, 60Hz, 7A Fuse (240 VAC 50/60 Hz available)
- Battery Charger Output: 28VDC, 10A (NOMINAL)
- Batteries: (4) 12V, 115AH Lead Calcium
- Standby Current: 135mA, 24VDC
- Operating Current: 221A, 24VDC
- Power Amplifier Output Power: **Tone:** 4000 Watts
Voice: 5000 Watts

Environmental

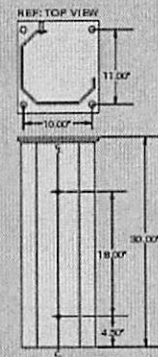
- Operating Temperature: -35 °C to +60 °C
- Storage Temperature: -65 °C to +125 °C
- Humidity, Non Condensing: 0 to 95%

Ordering Information

- BASIC SYSTEM INCLUDES ALL OF THE FOLLOWING:**
- WPS2910 - Speaker Assembly & Electronics Cabinet
- OPTIONS:**
- RDVM - Remote Station Digital Voice¹
 - AUXIN - Auxiliary Board for Contact Closure Activation
 - AUXCS - Auxiliary / Status Control Board for Contact Closure Activation and Status
 - D2020LL, D2020H, D2020U - One-Way Radio Control²
 - C2020LL, C2020H, C2020U - Two-Way Radio Control / Status Monitoring, COMM STATUS²
 - C2020NH, C2020NU - Two-Way Radio Control / Status Monitoring, COMM STATUS²
 - WPSTT - Two-Tone Sequential
 - FSKXMOD - FSK Format
 - STATUS - Cabinet Window LED Status Indicator
 - PGINT - Paging Interface to Interface Whelen Tones with Existing Paging Systems
 - INTRU - Intrusion Alarm
 - SBC200 - Solar Power³

NOTES:

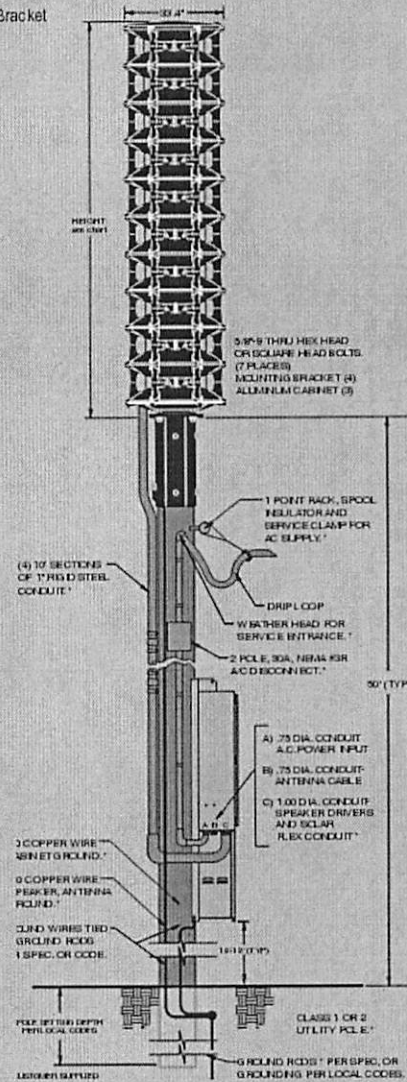
- 1 RDVM - 1-10 message capability with 240, 480 or 960 seconds available for recording
- 2 10 digit DTMF Controls • Landline • VHF High Band / 150-170 Mhz • UHF / 450-470 Mhz
Our VHF High and UHF activation control packages include tone squelch, radio, radio interface, 2-3dB gain omni-directional antenna with bracket, 33' of RG58 antenna cable and polyphase
- 3 Solar power option includes 2 - 80 watt panels, mounting bracket and regulator



Pole Top Bracket

ENGINEERING COMPANY, INC.
 MASS NOTIFICATION PRODUCTS
 51 Winthrop Road
 Chester, Connecticut 06412-0684
 (860) 526-9504
 1-800-637-4784
 Fax: (860) 526-4784
 Internet: www.whelen.com
 e-mail: iowasales@whelen.com

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 021512-1169E



WHELEN DIRECT WARRANTY MASS NOTIFICATION PRODUCTS

Whelen's warranty on Whelen Mass Notification Products is limited to the following:

For a period of 24 months from the date of manufacture, Whelen will repair* or replace at its option, defective modules, which are manufactured by Whelen Engineering Company, Inc. in their entirety, and are returned by the customer via prepaid freight. Whelen will return repaired modules via prepaid ground transportation if shipping address is within the 48 contiguous states or District of Columbia. Repaired modules shipped outside of the 48 contiguous states or District of Columbia are at customer's expense.

Excluded from warranty consideration is any loss arising from vandalism, tampering, misuse, improper installation, environmental damage or alterations to the product.

A "pass-through" warranty is offered for products manufactured by other companies that are sold with Whelen Mass Notification Products. Typical examples of such products include, but are not limited to: computers, printers, weather data sensors, un-interruptible power supplies, and batteries. Warranties on these products are "pass-through", meaning the equipment warranty will be limited to that offered by the equipment's original manufacturer and that the warranty will exist solely between the manufacturer and end user. Exceptions will be by prior contractual agreement only.

For a three year period following the 24 month warranty, Whelen will repair defective modules, which are manufactured in their entirety by Whelen and are returned to Whelen via prepaid freight for a flat fee. Whelen reserves the right to determine if the unit is repairable. This flat fee is now \$75 per module. This offering is limited to defective modules, exclusive of any loss arising from vandalism, misuse, improper installation, tampering or environment damage. Whelen warrants its repair of defective modules for a period of one year.

Whelen will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or reinstallation of products requiring service and/or repair, nor the packaging, handling and shipping to the Factory Repair Center; nor for the handling of products returned from the repair center after service or repair. Failure to use the batteries recommended by Whelen Engineering Company, Inc. will void your warranty. There are no warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use. Whelen Engineering Company, Inc. reserves the right to discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice. This Warranty gives you specific rights and you may also have other rights which vary from state to state.

WHELEN[®]
ENGINEERING COMPANY, INC.

51 Winthrop Road, Chester, CT 06412-0684
Tel: (860) 526-9504 • Fax: (860) 526-4784

Section 3: Additional Offering

If MCA is selected as the winning bidder, a new software-based control system will be supplied. This system, RapidWarn, will provide Madison County with a brand-new way to activate and diagnostically test all sirens within the Madison County siren system.

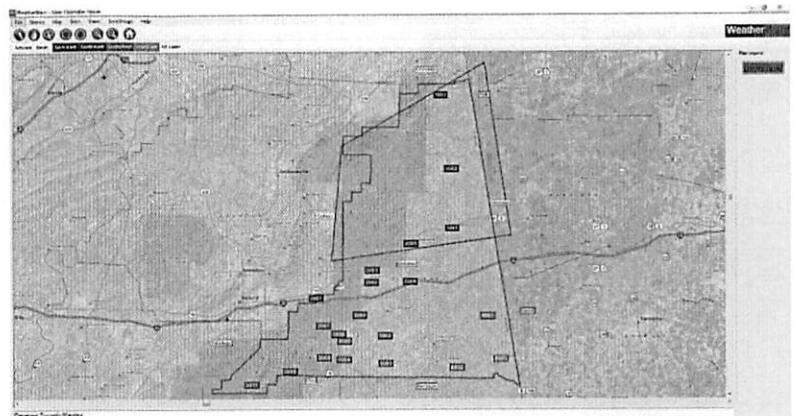
Additionally, this system will include the ability to activate sirens based on the National Weather Service Weather Forecast Office polygon data for tornado warnings. This system will allow for emailing and texting of weather data, siren activations and siren diagnostic information when tested or when instant statuses are reported.

MCA will provide necessary operator training to ensure competency in use of the RapidWarn system prior to sign off and acceptance. This system will connect directly to the existing radio used to communicate with the sirens today. MCA will provide necessary hardware to make this system operational.



WARNING AT YOUR FINGERTIPS

The RapidWarn PC siren controller provides graphical user interface which allows for activation and monitoring of your Whelen siren system manually or **automatically**. This flexible platform allows for extensive customization and usability.



Automatic National Weather Service Polygon Activation



The National Weather Service issues warnings that can be received over the internet or locally on a satellite receiver. This feed can be utilized to automatically activate a Whelen siren system. Based on user defined input, the system (WeatherWarn module) can be activated for any number of warnings including tornado, thunderstorm or civil emergencies. The user can also define if the entire system or only those sirens within the polygon are activated.

Automatic activation can easily be turned off with our WeatherWarn module during “normal” operational hours if the user chooses. In manual mode, the system will receive the polygon warning from the NWS, populate what units need to be activated and await approval from an operator before activating the system. This flexibility allows the user to have full control of operating procedure.

Our capability to activate automatically or manually extends to Whelen sirens as well as any other manufacturer that uses DTMF or two tone sequential.

Full Diagnostic Feedback

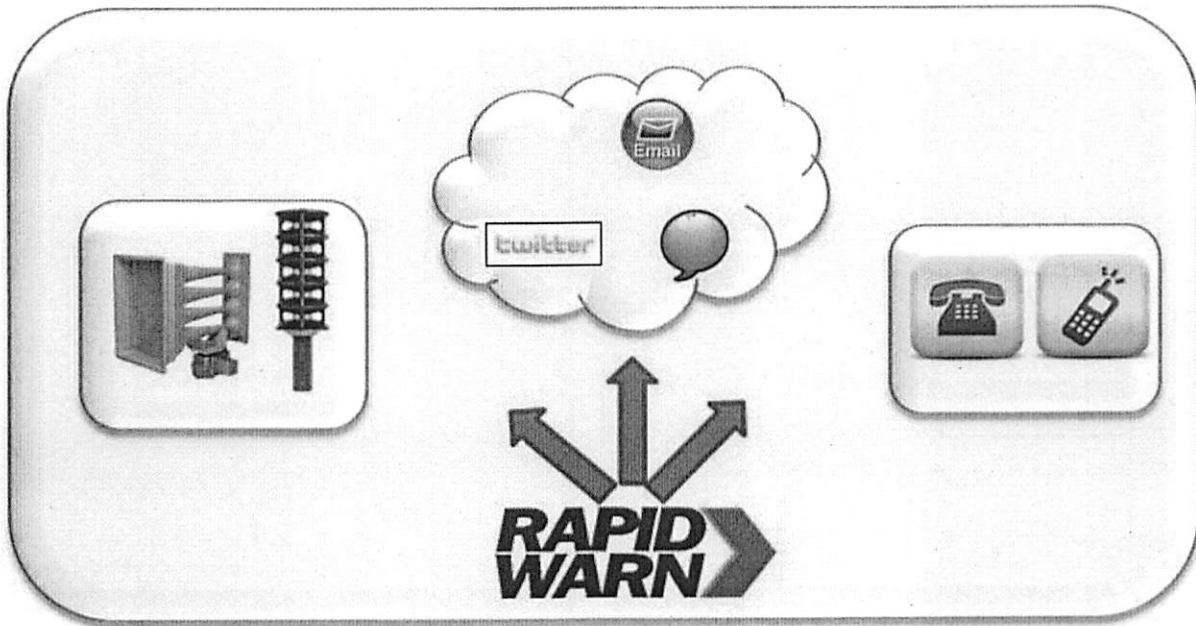


Full diagnostic feedback allows the user to silent test the system and receives status information for each unit to include communication path, partial or full driver/amp failure, AC power presence and DC voltage. This capability is with sirens manufactured by Whelen Engineering.

Social Networking



In today’s world of ever changing technology, it is important to utilize all available methods of alerting your public during a time of emergency. The RapidWarn controller offers the option to relay emergency information in conjunction with Whelen siren system activation. Whether automatically or manually, the system can be configured to send out a “tweet” via twitter update to a specific account. This allows users to have information in an instant via smart phone or PC.



- All call, group/zone or single siren activation
- User defined polygon activation
- Custom call keys—prescript scenarios for possible known events
- Mapping options for normal day map or hybrid satellite map (internet feed)
- Capable of live PA and .wav file from PC over live PA
- Supports activation of Whelen prerecorded message boards
- Configurable time of day automatic activation for testing or other “routine” activations
- Activation of other DTMF or Two Tone capable sirens (requires each unit to be individually addressable, some configuration changes might be required)
- Interfaces with conventional radio, digital radio or landline
- Standard Microsoft Windows 7 based platform
- Supports automatic telephone or SMS text notification to specific personnel

Section 3: Qualifications

With over 800 employees, MCA is dedicated and proud to be in the communications and emergency warning industry. We excel in providing turnkey solutions and services for public safety, utility, community, industrial, military, and nuclear markets. Our unique knowledge and experience can provide answers to all your communications requirements.

Fields of Expertise and Qualifications

- Motorola Solutions Platinum Channel Partner
- Motorola Solutions Elite Service Partner
- Motorola Solutions Value Added Reseller (VAR)
- Zinwave Authorized Dealer
- Whelen Master Distributor
- Cambium Authorized Reseller
- Cambium PTP & PMP Certified
- CFOT Certified Fiber Optic Technicians
- CFOS Certified Fiber Optic Specialist/ OSP
- Microsoft Certified Professionals
- MTA IT Infrastructure
- Exclusive WeatherWarn Software Partner
- Certified Service Center
- Alabama General Contractor

MCA technicians hold a diverse range of certifications from several hardware and software manufacturers. The Electronics Technician Association (ETA) also certifies MCA technicians at all levels of expertise. Our technicians are available for field service 24/7.

Our Tower Division has performed numerous Government and Commercial projects.

Services include:

- Outdoor Warning Siren Systems
- Civil Work and Foundations
- Tower Installation
- Tower Inspections & Maintenance
- Antenna System Installation
- Grounding Systems
- Shelter Installations
- Site Maintenance Services

References

Below is a list of references that utilize both Whelen sirens and our RapidWarn (formerly WeatherWarn) software controller

1.	Name:	PECO Foods
	Address:	15292 MS-21
	City/State/Zip:	Sebastopol, MS
	Telephone:	601-625-7819
	Contact Person:	Casey Burns (cburns@pecofoods.com)
2.	Name:	PECO Foods
	Address:	1039 W Fulton St
	City/State/Zip:	Canton, MS 39046
	Telephone:	601-855-5033
	Contact Person:	Jeff McNabb (jmcnabb@pecofoods.com)
3.	Name:	Cobb County Emergency Management
	Address:	140 North Marietta Pkwy NE
	City/State/Zip:	Marietta, GA 30060
	Telephone:	770-499-4567
	Contact Person:	Cassie Malzoom
4.	Name:	Ft Polk, LA
	Address:	
	City/State/Zip:	Ft Polk, LA
	Telephone:	337-531-4875
	Contact Person:	Tommy Morris

Section 4: General Terms and Conditions

Statement of Work

Project Responsibilities

The following specifies the respective responsibilities of MCA and the Customer, to execute this project.

MCA Responsibilities

Mass Warning System Design

MCA will perform a System Design Review with the Customer, following the final system procurement. An important step in this process is determining the messages and programming or configuration requirements of the system. The final programming and configuration must be determined prior to final delivery of equipment.

Installation/Implementation Process

MCA will provide an OSHA compliant and Whelen certified installation crew to install and bring the system online. Their certification will include a thorough understanding of the specific installation requirements based on your job sites; review of the system design; and knowledge of the overall system operation. Additionally, these personnel will provide any necessary warranty service while on-site. The individual tasks will include:

- Installation of the poles and siren electronics
- Encoder/Software installations and programming
- Control Station installation, including antenna systems.
- ACE configuration programming (if required)
- System optimization.
- All field troubleshooting

A mutually agreeable installation timeline will be developed with the Customer. MCA will provide bucket trucks, drilling rigs, and other tools as required to install poles and siren equipment. Additionally, MCA will provide the resources and test equipment to support the software, encoders, mass warning system electronics, RF components, and antenna systems installations.

*** Note: All installations are quoted as normal facilities with standard access and interface availability. ***

Site Information

This contract is predicated on the use of a site(s) in the Customer's area as selected by the Customer. Should it be determined during the course of this project that the site(s) originally selected is/are no longer available or desired, a new or replacement site(s) will be selected and approved by both MCA and the Customer. If any additional costs are necessary as a result of a Customer decision to relocate or delete a site, such additional costs are not part of this agreement and can be billed separately. The Customer will be responsible to provide detailed travel instructions to the site, and to provide access and points of contact for the location. The Customer is solely responsible for determining and selecting the final siren installation location/s.

At Customer owned site(s), the Customer will be responsible for providing suitable space for the location of all equipment to include poles, sirens, siren electronics, encoders, control stations, and any ancillary equipment. In the event non-owned Customer sites become available, the Customer will be responsible to secure necessary leases and or permission to locate all equipment mentioned above. MCA will assist the Customer to provide equipment layout drawings at all sites as required.

Pre-Site Development

MCA will work with the Customer to identify and stake each of the final installation locations for each siren. If building permits are required, this cost will be added to the contracted amount as a change order.. MCA will coordinate the locating services personnel to mark underground municipal utilities on public right of ways; e.g. water & sewer mains, electrical, cable TV, telephone, and gas lines.

When it is necessary to locate utilities on non-public right of ways, the Customer shall be responsible for working with the individual public or private property owner(s) to locate any utilities water & sewer mains, electrical, cable TV, telephone, and gas lines on their property to also include: irrigation systems, outdoor lighting, sewer, plumbing, invisible fencing, or other underground hazards.

Note: The Customer will be responsible for payment of any location services fees that may be required whether it is performed for public or private property.

At each site, the Customer will be responsible for providing access and performing any customer identified site prep work. Additional site preparation information is provided in the Warning Siren Site Location Responsibilities section that follows later in this SOW.

Field Installation

MCA will provide all resources, equipment, tools and materials necessary to install the equipment listed on the final equipment list in accordance with recognized industry standards. All electrical grounding for control points will be achieved by connection to the existing ground system provided by the Customer and in place at the time of installation. All siren equipment will be grounded to ground rods provided and installed by MCA.

For all warning system equipment, the Customer must notify MCA to proceed with work at the respective site. Equipment provided in the equipment list will be installed only once by MCA with the following exceptions:

- Removals and installations of equipment because of equipment failure or malfunction.
- Removals and installations to facilitate troubleshooting.
- Removals and installations to upgrade equipment or software.

Removal of any existing equipment required to facilitate installation of the warning siren system will be the responsibility of the Customer. Removal and disposition of existing radio or mass warning system equipment no longer required as a result of this contract, is not covered under this agreement but can be billed separately.

Warning Siren Pole and Electronics Installation

MCA will perform the follow tasks in the process of installing the warning sirens and poles. The overall process includes the following:

Installation/Optimization sequence for siren and poles:

1. Site selection (at Customer's direction)
2. Pole delivery
3. Utility pole preparation
4. Mount pole top bracket and ground wire
5. Mount electronic cabinet to pole
6. Mount siren assembly to pole pop bracket and conduit to pole
7. Install ground rod and connect equipment (i. e. single point ground)
8. Prepare and mount antenna assembly (if present)
9. Prepare and mount solar panels and conduit (if present)
10. Installation of AC or solar service and batteries
11. Perform siren optimization/test
12. Confirm proper system operation

Control Point Installation

The mass warning system encoders and control stations, as shown on the equipment list will be installed at the Customer's facilities. This includes all MCA provided mass warning system electronics, cabling and mounts. MCA will coordinate with the Customer for the placement of this equipment into the Customer provided facilities/furniture. The installation of the encoder and control stations will be accomplished by MCA and/or other special contractors as needed.

Installation consists of the following tasks:

- Physical installation of the encoder or PC based equipment
- Physical installation of the control station
- Physical installation of antenna & line
- Connection of the control stations to the antenna system
- Interconnection of the encoder and control station, including connections to the Customer supplied power and communications circuit termination unit (if required)
- Installation of all associated cabling

During optimization the MCA service personnel will perform:

- System programming
- Audio level setting tests
- Verification of parameter setting to verify mass warning system functionality
- System diagnostic testing
- Provide RSS Programming information of RTUs
- Level setting of the Control Station Radios
- Transmitter power to antenna system check
- Set up of configurations to verify mass warning system functionality for acceptance testing
- System Acceptance Test Procedures

Note: The Customer will be responsible for programming all radio equipment (as required).

Field Acceptance Test Plan

The Acceptance Test Plan (ATP) will occur after all of the mass warning system equipment is fully installed at the designated Customer site(s). This will require that all MCA and Customer installation responsibilities have been met prior to testing. Performance of the ATP will require at least one representative from both MCA and the Customer.

The ATP will focus on proving the operational features of the mass warning system such as diagnostic tests, growl test, and live tests with the agreement of the Customer. MCA will provide and perform a step-by-step procedure for each test. Each test that is completed successfully will be marked a "Pass." If a test does not pass, MCA will attempt to resolve the issue.

If it cannot be immediately resolved, the test will be marked as a Punch List item. Any punch list items will be fully documented and resolved before final acceptance. Each procedure will be initialed to verify that all tests were witnessed.

Note: MCA will not be responsible for resolution of issues caused by insufficient or inadequate RF coverage. If the cause of a test failure is determined to be related to RF coverage or the performance of the Customer's radio system, then the test shall be eliminated from the results, and not repeated. If desired, for an additional charge, MCA can assist in resolving coverage or performance issues, or perform a coverage study of the Customer's system to point out potential areas where coverage may cause unsatisfactory performance.

Training

Acceptance by your users is critical to the successful operation of this system. Thorough, comprehensive training of the users is the final step in this process. MCA will provide training for your users if purchased as part of the system proposal. Typical training sessions will be for up to six students per sessions as follows:

- Sessions of Operator Training – 2 hrs. each
- Session of Administration Training – 2 hrs. each
- Sessions of Technical Training – 4 hrs. each

All classroom materials will be provided by MCA, training facilities will be provided by the Customer. MCA will provide an experienced systems trainer to teach your operators how to use the system in a live classroom environment.

Warranty

Spares (if purchased) will be supplied for the mass warning system equipment as shown in the equipment pricing summary. Under the standard Whelen manufacturing warranty, the Customer would be responsible for diagnosing and returning defective equipment to Whelen's repair depot for repair. A full description of Whelen's Public Warning System Warranty is provided as part of this proposal. On-site services and repairs can be

covered through an optional MCA Service Agreement. Repair of the customer supplied equipment is the responsibility of the Customer.

Optional Maintenance

MCA can provide additional onsite service 5 days per week, 8 hours per day, Monday through Friday. This service can be purchased to provide repair, inspection, training or work on out of scope equipment. Equipment that becomes defective due to physical, water or lightning damage or other Acts of God will be invoiced at the prevailing time and material rates. Service to items not supplied by MCA as part of this proposal will be invoiced at the prevailing time and material rates.

Out of Scope Work

Out of scope work that is requested to be performed by MCA and is not specified in the Purchase Agreement, needs to be authorized in writing via a formal change order by the Customer prior to the commencement of such work. See the suggested change order format at the end of the section labeled "General Conditions, and Project Changes,"

Customer Responsibilities

Overview/Coordination

The Customer is responsible for managing the following items to ensure the timely installation of the Mass Warning System Project.

- Provide a phone and email addresses of the key contacts.
- Coordinate all activities between MCA and third party vendors, as needed, including vendors for electrical power systems, data/voice cabling systems, telco, and data/voice hardware or software providers.
- Ensure all third parties complete work appropriately and compliant with industry standards according to specified timelines.
- Install and test any required connectivity.
- Obtain any required FCC licensing.

System Design

The Customer is responsible for approving the final system design, configuration, and programming of all equipment.

Warning Siren Site Location Responsibilities

The Customer is solely responsible for determining and selecting the final siren installation location/s.

Basic requirements of the warning siren locations are:

- Customer to perform/conduct site survey and obtain easements, or right of ways as may be required.
- Customer to provide detailed locations, maps, and adequate road entry to the site(s).
- The location of the sirens and poles must be easily accessible, and have unobstructed ingress and egress, for equipment (rigs and trucks) required for installation.

- The pole location must be in open, undisturbed, natural soil conditions, not covered by concrete, asphalt, or any other material.
- Electrical service, including meter and AC power to the pole (if required) is to be provided by the Customer. The timing of the connections of electrical power to sirens may cause adjustments to the work schedule.
- Note: Solar panels are available as an option for the warning sirens.
- Wood pole installation and delivery pricing are based on normal soil conditions, clear and free access via public or private roads, and includes estimated delivery charges. Any additional fees, permits, or special item charges will be added to the final cost.
- Concrete and steel pole (if provided) installation and pricing are provided for budgetary purposes only and are based on normal soil conditions. Actual poles and foundation will be designed after the award and must be based on the Customer provided Geo-Tech analysis of the soil. This may cause the final pole and installation price to be adjusted. Any additional fees, permits, or special item charges will be added to the final cost.
- Steel and concrete poles are designed to be direct burial. No concrete work is required or quoted for the pole foundations.
- The normal height for the cabinet installation is around 15'-18' above ground. If a different height is desired, the Customer must make this request prior to placing the order so that proper cable lengths can be supplied.
- In the event a pole location is on public right of way, the Customer is responsible for providing the exact location for the pole installation and will accompany the installation crew to stake the site.
- Pole locations must be free of fences, gardens or other items hindering ready and immediate access for installation.
- Each pole location must have adequate clearance to safely perform all installation activities including: area for pole delivery, parking for vehicles, excavation, and vertical clearance required to erect pole(s).
- The area surrounding the pole location must be clear of obstructions, away from power or phone lines, and provide ample room for equipment and personnel to safely excavate and erect poles.
- In the event underground utilities are identified by the locating company at the staked location, the Customer is responsible for identifying an alternative location.
- Note: The Customer will be responsible for payment of any location services fees that may be required whether it is performed on public or private property.
- The Customer is responsible for ensuring property owners are informed of potential damage to property caused by heavy equipment used to install poles. MCA will make every reasonable effort to ensure damage to property is kept to a minimum. MCA is not responsible for repairing or reimbursing property owners for damage caused by heavy equipment.
- The Customer would guarantee to MCA that all sites used during the course of this project were never used as garbage dumps or landfills; that they are clear of ground obstructions such as abandoned fuel, chemical or sewage tanks; and that the site had never been used as a chemical waste dump.
- The Customer is responsible for the equipment upon completion of the installation (per site).
- MCA makes no warranty regarding the design, capacity, coverage, or on demand accessibility of existing communication systems.

Existing Equipment

All existing hardware that is to be removed, will be removed and transported to a location specified by the customer. That service is included in the cost of the proposal.

Staging Area/Warehousing:

The Customer would be responsible for providing any warehousing that may be required to store equipment until it is installed. Also, a staging area will be needed whereby installation crews can park equipment, load and unload equipment, and use for a central planning area.

System Coverage Area

The Customer is responsible for the coverage of existing systems. Coverage is not the responsibility of MCA, unless specifically designed by MCA. Generally, MCA is not providing or guaranteeing coverage. If a coverage study is requested, MCA will provide this at an additional charge. Resolution of coverage issues may require changes to the antenna systems for the individual sirens. These changes would be performed at additional cost as part of a change order to the contract.

Training

The Customer is responsible for providing the facilities and the appropriate resources for each of the training sessions. These sessions will be mutually scheduled with The Customer and MCA, but it is expected that they will be scheduled in a way that maximizes the efficiency and effectiveness of both parties' resources. If classes cannot be scheduled within mutually agreeable time frames, or if additional classes are requested, MCA reserves the right to renegotiate the cost of providing classes as a change order to the contract.

Acceptance Testing

As the existing legacy equipment is currently Whelen, the new hardware utilizes the identical protocol for activation and testing. The cutover plan is simple from the fact that only one GV system will be down at any given point. The primary and/or secondary control point can be installed in parallel with the existing to allow for continuous operation of all systems. At no point, will the customer have to utilize the new and old control equipment. Each of the new GV units will replace an existing unit and will be assigned the identical 4 digit address, which allow for such an easy transition during the upgrade.

Acceptance Testing

Upon notification, the Customer shall furnish representatives to witness the Site Acceptance Test. The representatives will then be available on a continuous basis to witness the Acceptance Test Procedure ("ATP"). In the event the Customer does not furnish representatives within the time frame above, MCA may proceed with the Acceptance Tests and send the Customer a written report of the Acceptance Test Procedure and results. These results will be as valid as if the Customer representative had personally witnessed the ATP. If this SOW requires that the project be implemented in phases, you shall be required to execute a certificate of completion and delivery (CDA) at the completion of each phase. Unless the Customer's designated Project Manager in good faith specifies in writing any non-conformities, the system will be deemed accepted within five (5) days of completion, whether or not the CDA is executed.

Customer specific ATP may be included with the response documents.

Purchase Order Changes

Change Order Management - SOW Amendment Procedure

MCA requires a formal process to control changes in order to identify any deviation from the SOW as defined for the project. The purpose of this procedure is to analyze the impact of the change requests on the project specifications, the work schedule, and the project cost. MCA Project Manager will discuss with the Customer's Project Manager the implications of any proposed change and any changes implemented will be based on a mutual understanding of the time and cost impact of the changes.

Step 1 - Initiation

The Customer or MCA Project Management can initiate change requests. A separate change request form must be completed for each requested change. The change request form must clearly specify all cost, schedule, staffing, and operational impacts on the system and its components.

A Change Request (CR) will initiate changes to the SOW document. If the Customer or MCA desires to make a change to the SOW, the request must first be submitted to the other party in writing.

Step 2: Assessment of Change Impact & Documentation

The MCA Project Manager will discuss the impact of the change order with the Customer's Project Manager in regard to any adjustments to the schedule associated with the change, impact on quality, or resultant impact to the cost. The Project Managers will then agree to accept or decline the change order based on impact.

Step 3 - Execution

Any alterations to a Purchase Order which causes an increase or decrease in the cost or time required for the performance of any part of this contract shall not become binding until both the Customer, and MCA' Project Management have agreed upon an equitable adjustment and the Statement of Work (SOW) has been modified in writing accordingly.

MCA will maintain the SOW with formal documentation denoting agreed upon changes: two identical master copies will be held, one by the Customer, and one by MCA Project Management. The MCA and the Customer Project Managers will then jointly prioritize the approved change request, schedule the changes, and assign it to the project team for implementation.

*** Note: A copy of the change order must also be provided to each organization's finance department so they can invoice and make payments according to the terms of the contract change order process.***

Charges & Fees

MCA shall invoice the Customer for the products and services provided pursuant to this SOW in accordance with the billing terms specified in the Agreement between the Customer and MCA. The Customer may incur additional fees for the following:

- Site Visit Cancellation Charges - MCA shall assess the Customer an additional minimum three (3)-hour charge at MCA then-current charges for site visits cancelled with less than twenty-four (24) hours' notice.
- Multiple Visit Charges - MCA shall bill the Customer additional charges for services MCA provides outside of this SOW at MCA then current charge. Such services may include, but are not limited to, multiple visits for equipment testing/configuration due to circuit outages, provisioning delays, unavailability of the Customer facilities, or unavailability of third party equipment or service providers.
- Third Party Delays – MCA shall bill the Customer additional charges for Delays associated with third parties' failure to complete tasks within specified time frames; to the extent such failure results in cost overruns.
- Non-Standard Services – MCA shall bill the Customer additional charges for work performed during non-standard business hours, additional resources added to the project at the Customer's request, training outside of the standard offering.
- Customer-caused Delays – MCA shall bill the Customer additional charges for delays associated with the Customer's delays, including but not limited to, failure to have the site prepared for performance at the time designated and mutually agreed to by the parties, failure to have subcontractors or other third parties properly test their deliverables, failure to properly plan resources to provide MCA access to the Customer site.

Right to Subcontract

MCA and the Customer will have the right to subcontract the site installation work in whole or in part, but such subcontracting will not release either party of its responsibilities.

Disclaimer

Customer Provided Communications Equipment Many variables affect the availability, including the capacity and coverage of a shared communications system, and hence the on-demand accessibility of that system to its end users. These variables include the number of radio frequencies assigned to a system, the number of base stations, the number of end users, the number and location of antennas, the size and topography of the geographic area covered by the system, the traffic models within the covered area, the choice of subsystems for prioritizing calls, the unique needs and preferences of particular end users, and the relevant regulatory environments which vary from locality to locality.

MCA does not have nor could MCA readily obtain, information regarding these variables. Moreover, apart from the inaccessibility of information regarding these variables, the design of an integrated shared communications system must reflect, in the sophisticated markets in which these systems are distributed, the individualized choices of informed end users regarding their own needs and preferences. These choices are necessarily the prerogative of the end users and not the commercial suppliers of these systems.

MCA makes no warranty regarding the design, capacity, coverage, or on-demand accessibility of existing communication systems.

Proposal Notes:

1. Bidder is not responsible for delays due to weather or other circumstances beyond our control. Project completion date is dependent upon issuance of NTP, approvals, and permits.
2. Customer is responsible for all required licenses, approvals and permits including (but not limited to) FCC, FAA, Public Notice requirements, NEPA, Historical, and Indian Tribe. MCA is available to assist with these activities as a change order to the scope of work.
3. If approvals and permits are not obtained, MCA shall be entitled to invoice for the costs associated with work performed and expenses incurred to date.
4. Any changes to the scope of the project will be mutually reviewed to determine potential impact to the equipment, services, schedule, or cost of the project.
5. MCA bid response is contingent on mutual agreement of contract terms including (but not limited to) milestone progress payments.
6. MCA Standard Terms and Conditions are attached. Terms may be amended upon mutual agreement of both parties.

**MADISON COUNTY BOARD OF SUPERVISORS
SPECIFICATIONS AND PROPOSAL SHEET**

(4) Weather Warning Sirens

UNLESS OTHERWISE NOTED, ALL SPECIFICATIONS ARE STATED AS THE MINIMUM REQUIREMENT

UNPRICED PROPOSAL DUE 10:00 a.m. – TUESDAY, SEPTEMBER 15, 2020

UNPRICED PROPOSAL MUST BE SIGNED & SUBMITTED ON COUNTY'S PROPOSAL SHEET

Proposal may be submitted by either of the following methods:

1. Sealed proposals will be received until 10:00 a.m., on Tuesday, September 15, 2020 at the Madison County Chancery Clerk's Office, 125 West North Street, Canton, MS 39046. All sealed proposals submitted to the Chancery Clerk's office shall have the bidder's name and the name of the product or service for which a proposal is being submitted written on the outside face of the envelope. If any envelope is not so marked, said proposal shall not be opened and considered.
2. Electronic proposals will be received until 10:00 a.m., on Tuesday, September 15, 2020, as a PDF file via Madison County's website at <http://www.madison-co.com/bids>. Each bidder submitting a proposal electronically shall include a signed copy of Madison County's proposal sheet as part of its PDF bid submittal.

The below signed company agrees that if it is awarded the proposal bid by the Madison County Board of Supervisors for any or all of the products on this Specifications and Proposal Sheet that it will provide said product(s) in a timely manner at the awarded proposal bid price.

Final bidding for proposals will be held by live electronic reverse auction on Friday, September 18, 2020 beginning at 10:00 a.m. CDT, with scheduled ending time of 11:00 a.m. CDT. Qualified vendors can access the live reverse auction on the link distributed by email to qualified vendors.

The Madison County Board of Supervisors reserves the right to extend the auction date if necessary to complete the bid proposal pre-qualification process.

- Each siren must have a minimum of 129 decibel siren with Omni-directional speaker cells.
- Each siren must have a class-one pole.
- Each siren must have a Solar power backup.
- Installation and all equipment needed for proper installation must be included.
- Each vendor must demonstrate the ability to integrate proposed products to Madison County's current notification system.
- Each successful bidder must have factory trained technicians for the products being bid.
- Each vendor is required to have a valid MS license in Sound & Communications.
- Each vendor must have bid has a loaner siren in the event that one becomes inoperable.
- Each vendor must have a response time of 3 hours or less in case of an emergency.
- Bids must include a minimum of a (1) year warranty.

COMPANY NAME: Mobile Communications America, Inc.

ADDRESS: 4116 First Avenue North Birmingham, AL 35222

TELEPHONE: 205.271.4006

FAX NUMBER: 205.595.7642

EMAIL: jasonlawrence@callmc.com



AUTHORIZED REPRESENTATIVE'S SIGNATURE

9/14/20
DATE

PRINTED AUTHORIZED REPRESENTATIVE'S NAME HERE

PROPOSAL SHEET MUST BE SIGNED AND DATED BY AN AUTHORIZED COMPANY REPRESENTATIVE

MUST INCLUDE PRODUCT SUMMARY, INCLUDING DETAILS OF ALL FEATURES AND OPTIONS OF PROPOSED VEHICLE

Initial  Date 9/14/20

MOBILE COMMUNICATIONS AMERICA - TERMS AND CONDITIONS

DEFINITIONS: "MCA" & "Company" shall mean Mobile Communications America. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: MCA's acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of

performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of the lesser of 2% per month or partial month or the maximum interest rate permitted by the governing law of the Agreement on any overdue payment. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Alabama and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Alabama, County of Jefferson. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within 10 days after date of invoice.
- B. Over \$50,000.00 – 30% down at order entry
60% at shipment
10% within 10 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

All quotations reflect U.S. Dollars.
All payments must be made in U.S. funds.

TAXES: The prices stated in this order do not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No

MOBILE COMMUNICATIONS AMERICA - TERMS AND CONDITIONS

additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Alabama. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:** The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY:** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not

limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.

- B. **INSURANCE:** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.
- C. **NO REPRESENTATIONS:** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. **WARRANTY AND DISCLAIMED WARRANTIES:** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA.