



MARCS SERVICE TERMS AND CONDITIONS

SECTION 1: DEFINITION OF CONTRACTUAL PARTIES

- 1.1 MARCS (Multi-Agency Radio Communication System) is a 700/800 MHz radio and data network that utilizes state-of-the-art trunked technology to provide statewide interoperability with digital clarity to police, fire and EMS services, and other public agencies that serve as first responders or contribute materially to homeland security.
- 1.2 A MARCS Service Subscriber is a public or private entity that provides first responder services to the public and materially contributes to homeland security.
- 1.3 A MARCS Service Subscriber may be an equipment vendor that utilizes subscription services for the sole purpose of demonstrating services to potential customers.
- 1.4 A MARCS Service Subscriber may be a public or private school district located within the state of Ohio.

SECTION 2: SCOPE OF SERVICE

- 2.1 MARCS agrees to provide subscriber with MARCS service for MARCS compatible devices and equipment.
- 2.2 MARCS provides statewide interoperability with digital clarity to its subscribers throughout Ohio and within approximately ten (10) mile radius outside of Ohio.

SECTION 3: TERMS

- 3.1 Initial Term: The Service Subscription Agreement shall commence on the date of the last signature thereto and shall continue until the last day ending the current state fiscal biennium, on June 30th.
- 3.2 Renewal Term: The Service Subscription Agreement shall automatically renew every two years on July 1, coinciding with the beginning of each new state biennium, and otherwise upon the same terms and conditions as are set forth herein, unless 30 days prior to the end of the biennium, the Subscriber provides MARCS with written notification of its intent not to renew.



SECTION 4: MARCS' RESPONSIBILITIES

4.1 MARCS agrees to:

4.1.1 Provide continuous system availability from all towers and central equipment infrastructure. Continuous system availability means 24 hours a day, 7 days a week for 365 days a year.

4.1.2 Provide continuous access to live help via the network operations center (866-OH-MARCS) to assist subscriber if subscriber is experiencing technical or operational difficulties.

4.1.3 Work with subscriber to develop talkgroup plans, including but not limited to subscriber specific talkgroups based on the subscriber's mission and agents' deployment and the interoperability requirements within the geographic location.

4.1.4 Approve additional device activations. Approval of additional device activation shall include but not be limited to the outcome of grade of service studies which shall be performed by the MARCS Program Office. The grade of service studies are a way of assuring that the additional devices will not adversely affect current communications on the MARCS system.

SECTION 5: SUBSCRIBER'S RESPONSIBILITIES

5.1 Subscriber agrees to:

5.1.1 Maintain and repair all devices used for the subscription service.

5.1.2 Limit the use of device to public safety or first responders.

5.1.3 Will not use profanity over the system.

5.2 Subscriber shall be responsible for the proper use of devices subscribed to MARCS. Subscriber agrees to follow proper FCC and MARCS' radio protocol at all times (e.g., utilization of radio codes to shorten transmissions, transmission brakes during lengthy traffic, deferral to emergency traffic, etc.). At MARCS' sole discretion, improper use of any device may result in the suspension or termination of the executed agreement without refund of any fees paid.

5.3 Subscriber shall not sublet activated devices or assign any subscription services to any individual, agency or organization, without the express written consent of MARCS.

5.4 Subscriber shall submit to MARCS their contact information and a list of the serial numbers for all devices utilizing the subscription services on the MARCS Devices Form posted to our website <http://das.ohio.gov/MARCS> on the Subscriber Process tab.

5.5 Subscriber shall notify MARCS if there are any changes in their equipment inventory, including but not limited to lost/stolen devices or additional devices activated utilizing the subscription service.



5.6 Subscriber shall work with MARCS' device management team to develop proper talkgroup plans that support the mission of the subscriber, without negatively impacting the MARCS system. Subscriber understands that these talkgroups will include the MARCS interoperability talkgroups, as detailed in MARCS Policy MPP-15.1 posted to our website <http://das.ohio.gov/MARCS> on the Policies tab.

5.7 Subscriber shall be responsible for all equipment and installation costs associated with the system infrastructure upgrade if it is determined by MARCS that additional channels and/or frequencies are necessary to accommodate additional devices. MARCS, at its discretion and upon providing prior written notification to Subscriber, shall install at Subscriber's expense any additional equipment that MARCS deems necessary. Subscriber agrees that upon installation of any equipment on the system infrastructure, the equipment becomes the permanent property of MARCS and MARCS shall be responsible for maintenance of the equipment.

SECTION 6: SUBSCRIBER INVENTORY GUIDELINES

6.1 Subscriber's initial inventory shall consist of the original list of devices to be activated for services as submitted to MARCS via the MARCS Devices Form posted to our website <http://das.ohio.gov/MARCS> on the Subscriber Process tab.

6.2 Subscriber's additional inventory shall consist of any additional devices submitted to MARCS for service activation via the MARCS Devices Form posted to our website <http://das.ohio.gov/MARCS> on the Subscriber Process tab; or activated devices transferred from another subscriber's inventory to subscriber's inventory via the Equipment Transfer Receipt Form posted to our website <http://das.ohio.gov/MARCS> on the Subscriber Process tab.

6.3 In the case of an inventory transfer from one agency to another that results in the transfer of the subscriber fees, Subscriber shall continue to be responsible for the subscriber fees of transferred inventory until the next regularly scheduled billing cycle.

6.4 Subscriber's inventory is subject to quarterly and annual audits by MARCS. MARCS reserves the right to change or update Subscriber's inventory at any time.

6.5 For an inventory discrepancy, all affected parties agree to resolve the discrepancy. Invoicing will continue based on the corrected inventory. If additional fees are due, MARCS will invoice the Subscriber and the Subscriber agrees to pay any additional fees in the next quarterly payment. If necessary, MARCS may credit subscriber any fee due up to one quarter in arrears.



SECTION 7: INVOICING AND PAYMENT OF SERVICE

7.1 Invoicing for subscription services will begin sixty (60) days from the activation date of the device. "Activation date" is defined as the date that the device identification number was issued by MARCS.

7.2 Unless otherwise indicated on the MARCS Devices Form, all devices will be invoiced in advance on a calendar quarterly basis. Subscriber may elect to be billed in advance on an annual basis. Annual invoices are based on the state fiscal year and are billed and mailed in July covering the July through June service period.

7.3 MARCS services will be invoiced at the current, statewide rate in effect at the time of invoicing.

7.4 All increases in subscriber fees are approved by the Office of Budget Management (OBM) based on advice from the MARCS Steering Committee. If OBM approves any rate changes, MARCS shall notify Subscriber in writing of approved changes ninety (90) days prior to the effective date.

7.5 All invoices are due and payable upon receipt. If Subscriber feels that an invoicing discrepancy has occurred, Subscriber will have ninety (90) days after receipt of invoice to dispute the invoice. After that, all undisputed invoices shall be deemed payable as issued.

7.6 If the invoice is not paid by the subscriber when due, MARCS retains the right to charge a late fee of 1.5% per month. The invoice paid by subscriber shall be due without set-off notice or demand from MARCS.

7.7 Once invoiced, payments made by the subscriber shall contain the invoice number and shall be made payable to the Treasurer, State of Ohio. Remit payments to:

Treasurer, State of Ohio
Department of Administrative Services
L-3686
Columbus, OH 43260-3686

SECTION 8: MISCELLANEOUS

8.1 Changes or alterations to the original preprinted text and terms of this document shall not be honored.

8.2 This MARCS Service Terms and Conditions document supersedes all previous service documents.

8.3 This document shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.

8.4 All parties agreeing to these terms and conditions further agree that they are in compliance with the requirements of the Ohio Revised Code Section 125.111.