



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO

75520

Motorola Inc
1309 E Algonquin Rd
Schaumburg IL 60196

DATE

9/5/2008
F.O.B. POINT

PURCHASE ORDER NO.

163751 - 000- OP

REQUISITION NO.

00078033 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - Police Department
1401 S. Maybrook Drive
Maywood IL 60153-2418

DELIVERY INSTRUCTIONS

MARY CAREY
4729

708-865-

DEPT NO

2311401

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	MAINTENANCE 152 LIVE SCAN MACHINES, 155 MUG SHOT CAMERAS, 145 MUG SHOT PRINTERS AND 144 FINGER PRINT PRINTERS.	.00 YR	326,989.0000	326,989.00	2311401.540140
2.00	MAINTENANCE 4 SERVERS, MAINTENANCE HARDWARE AND SOFTWARE AS PER CONTRACT 08-41-214 AUTHORIZED BY COUNTY BOARD 03/06/2008 CONTRACT PERIOD 12/01/2007 THROUGH 11/30/2008 REQ 83210014	.00 YR	28,070.0000	28,070.00	2311401.540140
***** Total Order *****				355,059.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: _____

Carole Cole 9-11-08

Purchase Requisition

Office of the Purchasing Agent

Cook County of Illinois

Requisition # OC 78033 Contract # 08-41-214

Open Date

Ship To: 8000934 Sheriff - Police Department
1401 S. Maybrook Drive
Maywood IL 60153-2418

Delivery Instructions:
MARY CAREY
708-865-4729

Supplier: 75520 Motorola
1309 E Algonquin Rd
Schaumburg IL 60196

One Time Purchase Yes No Covers Need for months. Specific Period of time thru Prior Contract No.

Line # Commodity Description Bal. on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1.000 928 ~~CONTRACT RENEWAL~~ FOR 152 LIVE SCAN MACHINES, 155 MUG SHOT CAMERAS, 145 MUG SHOT PRINTERS AND 144 FINGER PRINT PRINTERS. < > 1.00 YR 326,989.0000 326,989.00 2311401.540140

2.000 928 ~~CONTRACT RENEWAL~~ FOR 4 SERVERS, CONTRACT PERIOD: 12/1/07 THRU 11/30/08. < > 1.00 YR 28,070.0000 28,070.00 2311401.540140

Total of Items Ordered 355,059.00

Purchase Order Number

163751

Buyer Number 293999 TEAM LEAD MAILBOX

Bid/Sole Src Code

Business Unit SSV 2311401

Internal Req Number 82310014 NEW

Board Apr Date & Item BA 3/6/08, ITEM# 6

Requisition Date 3/21/2008

Date Needed 3/21/2008

Expiration Date Emergency No.

3-26-08
AK

411

SOLE SOURCE

DATE TO BUYER/SPEC ENG: 4-4-08

DATE RETURNED TO SUPERVISOR 4-27-08

(S/B RETURNED FOR SIGN OFF BY THIS DATE)

ON BUDGET HOLD
Name: [Signature]
Date: 9/5/08
Removed BH: [Signature]
Please return these documents to The Office of the Purchasing Agent

RECEIVED
COMPTROLLER

2008 SEP -9 AM 8:56

ACCOUNTS PAYABLE

RECEIVED
PURCHASING USE ONLY

APPROVED BUDGETARY ACCOUNT

CCA

CERTIFICATION
I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

Alexis Herrera
BUREAU OF DEPARTMENT HEAD

REQUISITIONER

ACCT #

DATE BY

APPROVED BUDGETARY ACCOUNT

OFFICE OF THE SHERIFF continued
DEPARTMENT OF WOMEN'S JUSTICE SERVICES

PROPOSED CONTRACT

ITEM #5

Transmitting a Communication from

THOMAS J. DART, Sheriff of Cook County

by

TERRIE McDERMOTT, Executive Director, Department of Women's Justice Services

requesting authorization for the Purchasing Agent to enter into a contract with McDermott Center d/b/a Haymarket Center, Chicago, Illinois, to provide substance abuse treatment for pregnant and post natal detainees for the Maternal Objectives Management (MOMS) program.

Reason: The Sheriff's Office conducted a Request for Proposal (RFP) in which there were two (2) responding vendors. McDermott Center d/b/a Haymarket Center was deemed the most responsive vendor and provided the lowest cost. This request is for a one (1) year contract with the option for two (2) one year extensions.

Estimated Fiscal Impact: \$571,444.00 (FY2008 \$428,583.00; and FY2009 \$142,861.00). Contract period: March 1, 2008 through February 28, 2009. (212-298 Account). Requisition No. 82120001.

Approval of this item would commit Fiscal Year 2008 and future year funds.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Silvestri, seconded by Commissioner Steele, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Moreno, moved that the County Purchasing Agent be authorized to enter into the requested contract. **The motion carried unanimously.**

POLICE DEPARTMENT

PROPOSED CONTRACT

ITEM #6

Transmitting a Communication from

THOMAS J. DART, Sheriff of Cook County

by

WILLIAM T. McHENRY, Chief of Police, Sheriff's Police Department

requesting authorization for the Purchasing Agent to enter into a contract with Motorola, Inc., Anaheim, California, for maintenance of 152 Live Scan Machines, 155 mug shot cameras, 145 mug shot printers, 144 finger print printers, and 4 servers for the Criminal Apprehension Booking System (CABS) Unit.

Reason: Motorola, Inc. is the only provider of hardware and software support for the computer equipment in the CABS Unit.

Estimated Fiscal Impact: \$355,059.00. Contract period: December 1, 2007 through November 30, 2008. (231-440 Account). Requisition No. 82310014.

Approval of this item would commit Fiscal Year 2008 funds.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Silvestri, seconded by Commissioner Steele, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Moreno, moved that the County Purchasing Agent be authorized to enter into the requested contract. **The motion carried unanimously.**



MOTOROLA

February 11, 2008

Cook County Sheriff's Department
Attn: Alexis Herrera
69 West Washington, Room 840
Chicago, IL 60602

RE: Maintenance and Support Agreement SA #003078-000
Equipment Type: AFIS

Dear Ms. Herrera:

Enclosed are copies of Motorola's ("Seller") Maintenance and Support Agreement as referenced above. This Agreement will provide **Cook County Sheriff's Department** ("Customer/Buyer") maintenance support services for a period from **December 1, 2007 to November 30, 2008** pursuant to the offer, terms and conditions as specified herein the Maintenance and Support Agreement (hereinafter "Agreement.")

Please sign two (2) originals of this Agreement and return one (1) fully executed original to my attention at the address indicated below on or before **ASAP**. Failure to submit this agreement on or before **ASAP** will result in a lapse in maintenance, which maybe subject to a 10% recertification and reimplementation fee.

Note: All Tax Exempt Customers will be required to submit a copy of their agency's tax certificate.

Purchase Orders submitted without an executed Agreement, or with additional terms, conditions or counteroffers from Buyer shall not apply and are rejected pursuant the counteroffer applied by Seller's Order Acknowledgment letter. Motorola's receipt of an executed Agreement or issuance of a Purchase Order shall constitute Customer acceptance and agreement to this offer, as specified herein and in accordance with the Agreement.

This order becomes the exclusive agreement between the parties for maintenance services, subject to the terms and conditions hereof, when accepted by acknowledgement or payment made by buyer per Seller's invoice for services or upon the acceptance of services or commencement of performance by Seller. Additional or different terms proposed by Buyer shall not apply, unless accepted in writing by Seller. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Seller.

Notwithstanding anything to the contrary, the attached Agreement for Maintenance Services shall govern this offer and no subsequent terms and conditions shall apply.

If services are required outside the principle period of maintenance, 8am-5pm Monday to Friday, an Purchase Order will be required. If you would like to establish a Purchase Order for the term of the Maintenance and Service agreement, please contact me.

Motorola appreciates your continued support. If you have any questions or need further clarification, please contact me directly at 714-238-2071 or e-mail dolisemeka@motorola.com.

Sincerely,

Delisa Olisemeka
Contracts Administration Specialist
Motorola, Inc.

Enclosure



1250 North Tustin Avenue
Anaheim, California 92807
Telephone (888) 493-3590
Direct Fax (714) 237-0050

February 8, 2008

Cook County Sheriff's Office
Attn: Mr. Tony Del Santo
50 W. Washington St, Room 107
Chicago, IL 60602-3002

RE: Sole Source

Dear Mr. Del Santo,

Printrak, A Motorola Company is the leader in Live Scan Systems Worldwide. Our equipment is manufactured and integrated at our headquarters located at 1250 North Tustin Avenue Anaheim, CA 92807. The systems we manufacture are a combination of commercial off-the-shelf products and proprietary hardware and software components, which combine to make up the Live Scan Systems we sell and deliver to law enforcement agencies. Such is the case with the system located at the **Cook County Sheriff's Office**.

By nature of the proprietary hardware and software components and the overall system design, there are currently no other Illinois based companies authorized to perform maintenance services on our systems. Therefore, our support contracts must be considered a sole source item of procurement for the **Cook County Sheriff's Office** and any other agency that requires support services to be performed on their Printrak AFIS products.

Thank you for your continued support of Printrak. We look forward to a long partnership with you.

Sincerely,

Delisa Olisemeka

Delisa Olisemeka
Contracts Administration Representative
Motorola, Inc.

New Item #26

AGENDA TRANSMITTAL FORM/REQUEST FOR BOARD MEETING 3 / 6 / 08

USING AGENCY: Sheriff's Police Department Cabs Unit DATE: 2-7-08 INTERNAL REQUISITION #: 8-2310014

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board agenda.

- 1. Describe item (name/quantity) or service requested: Requesting authorization for the Purchasing Agent to enter into a contract with Motorola, Inc. in Anaheim, California for maintenance of 152 Live Scan Machines, 155 Mug Shot Cameras, 145 Mug Shot Printers, 144 Finger Print Printers, and 4 Servers for the Criminal Apprehension Booking System (CABS) Inc.

- 2. What type of transaction are you requesting?

- A. Advertise for bids (go directly to question 5).
- B. Enter into a contract.
- C. Renewal of existing contract.

You may check more than one of the following if applicable:

- D. Increase dollar amount of existing contract.
- E. Extend time period on existing contract.

- 3. If you checked 2B through 2E, you must complete all of the following questions:

Vendor Name and Address: Motorola, Inc.
 Administration Representative
 1250 North Tustin Avenue
 Anaheim, California 92807

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding.

Reason: Motorola, Inc. is the only provider of hardware and software support for the computer equipment in the CABS unit.

- 4. If you checked 2C through 2E above, you must complete the following:

Contract #:

Amount of original Board approved contract: \$



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

September 29, 2008

Motorola, Inc.
1309 E. Algonquin Rd.
Schaumburg, IL 60196
Attn: Gregory Brown

Ref: Contract No: 08-41-214

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Alexis Herrera



Printed on Recycled Paper

CONTRACT FOR SERVICE

DOCUMENT NO. 08-41-214



MAINTENANCE, HARDWARE AND SOFTWARE
CABS UNIT COMPUTER EQUIPMENT

FOR

THE COOK COUNTY SHERIFF'S POLICE DEPARTMENT

WITH: MOTOROLA, INC.

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT

RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 MAY 14 09:15

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 03 2008

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

COM _____

030608

REQ# 82310014

0326

4-11-08 [Signature]

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and MOTOROLA, INC., hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on MARCH 06, 2008, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the COOK COUNTY SHERIFF'S POLICE DEPARTMENT, hereinafter the "Using Department";

WHEREAS, the Using Department requires the following services: MAINTENANCE, HARDWARE AND SOFTWARE CABS UNIT COMPUTER EQUIPMENT;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be in effect for twelve (12) months after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of \$355,059.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

GC-17 PATENTS, COPYRIGHTS AND LICENSES (CON'T.)

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES **COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285**

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (CON'T.)

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION



MOTOROLA

MEMORANDUM OF INSURANCE

PRODUCER
 AON RISK SERVICES, INC. OF ILLINOIS
 AON CENTER
 200 EAST RANDOLPH STREET
 CHICAGO, ILLINOIS 60601
 D/B/A Aon Risk Insurance Services of Illinois, CA License #0095623

THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY

INSURED
 MOTOROLA INC. AND ITS SUBSIDIARIES
 1303 EAST ALGONGUIN ROAD
 SCHAUMBURG, IL 60196

COMPANY B LIBERTY INSURANCE CORPORATION

COMPANY C

COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY -Commercial General Liability -Occurrence	TB2-641-005169-077	7/01/2007	7/01/2008	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	Included
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURENCE	\$1,000,000
					FIRE DAMAGE (any one fire)	\$250,000
					MED EXP (any one person)	\$10,000
A	AUTOMOBILE LIABILITY -Any Auto	AS2-641-005169-017 (Domestic Auto-All Sates)	7/01/2007	7/01/2008	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
B B	WORKERS COMP & EMPLOYER'S LIABILITY	WA7-64D-005169-087 (Deductible) WC7-641-005169-097 (Retro)	7/01/2007	7/01/2008	<input checked="" type="checkbox"/> WC Statutory limits	
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	OTHER					

FOR INFORMATIONAL PURPOSES ONLY

ADDENDUM TO COOK COUNTY CONTRACT NO. 08-41-214

THIS ADDENDUM, WHEN SIGNED BY AN AUTHORIZED MOTOROLA, INC. (“MOTOROLA”) REPRESENTATIVE, SHALL BE BINDING UPON MOTOROLA AND IS INTENDED TO AND SHALL MODIFY THE CONTRACT DOCUMENTS WHICH WERE PREVIOUSLY EXECUTED BY MOTOROLA AND SHALL BE INCORPORATED INTO AND MADE A PART OF THE CONTRACT DOCUMENTS COMPRISING MOTOROLA’S OFFER TO CONTRACT WITH THE COUNTY OF COOK WHICH IS SUBMITTED TO THE COOK COUNTY BOARD OF COMMISSIONERS FOR ITS EXECUTION CONSIDERATION.

I. Modifications To General Conditions

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

This section is amended to read as follows:

“The Contractor shall not transfer or assign any contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized transfer or assignment of an Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the contractor shall have no effect on the County and are null and void. The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.”

GC-05 INDEMNIFICATION

The following language is added after the first sentence of this paragraph:

“Contractor shall not be responsible for the negligent acts or omissions of the County.”

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PURCHASING AGENT
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GC-07 PREPAID FEES

The last sentence of this section is hereby amended to read as follows:

“The refund shall be made within thirty (30) days of the effective date of termination.”

GC-09 PRICE REDUCTION

This section is hereby deleted.

GC-11 DISPUTES

The fifth, sixth and seventh sentences of this section are hereby deleted.

GC-12 DEFAULT

In the first sentence of this section, the phrase “ten (10) days” is deleted and replaced with “thirty (30) days.”

GC-13 COUNTY’S REMEDIES

In the second sentence of this section, the phrase “ten (10) days” is deleted and replaced with “thirty (30) days.”

GC-14 CONTRACTOR'S REMEDIES

The following language is added to the end of this section:

"Any action or proceeding arising out of the Contract which must be litigated shall be done so in accordance with GC-33 Governing Law herein."

GC-15 DELAYS

The phrase ", unless such delay or hindrance is caused by the gross, wanton, or intentional actions of the County." is added at the end of the last sentence of this section.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

The following language is added at the end of this section:

"Any Motorola Software, including subsequent releases, is licensed to the County solely in accordance with the attached and incorporated Software License Agreement.

Motorola will defend at its expense any suit brought against the county to the extent that it is based on an Infringement Claim, and Motorola will indemnify the County for those costs and damages finally awarded against the County for an Infringement claim. Motorola's duties to defend and indemnify are conditioned upon: (i) the County promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) the County providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for the County the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant the County a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by the County to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof."

GC-18 COMPLIANCE WITH LAWS

The first sentence of this section is deleted and replaced with the following:

"Motorola will comply with all laws, ordinances, regulations, and codes of the Federal, State, County and other local government agencies that are directly applicable to its performance under this Contract."

GC-25 TERMINATION FOR CONVENIENCE

In the second sentence of this section, the phrase "three business days" is deleted and replaced with "thirty (30) days."

GC-26 GUARANTEES AND WARRANTIES

This section is deleted and replaced with Motorola's Service Warranty attached and incorporated into the Contract Documents.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

The following language is added at the end of this section:

“Each party will maintain the confidentiality of the other party’s confidential information and not disclose it to any third party. All documents or intellectual property developed, originated, or prepared by Motorola in connection with providing the County the equipment, software or related services remain vested exclusively in Motorola, and the County shall not have any shared developmental rights of intellectual property.”

GC-32 AUDIT; EXAMINATION OF RECORDS

The first paragraph of this section is amended to read as follows:

“The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until the expiration of three (3) years after the final payment under the Contract, have access and the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the Contract. With respect to any Deliverables provided, the County’s inspection shall be limited to the verification of shipment of invoice quantities and shipment receipts. Upon providing thirty (30) days written notice, the County may send a representative to a Motorola facility during normal business hours to conduct such review or, at the County’s request, Motorola will provide copies of the specific documents to the County’s location for its review. Motorola books and records provided to the County pursuant to this section shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola’s business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.”

GC-33 GOVERNING LAW

The phrase “subject to the County’s sole and absolute election” in the second sentence is hereby stricken.

II. Modifications To Motorola’s Biometrics Maintenance and Support Agreement

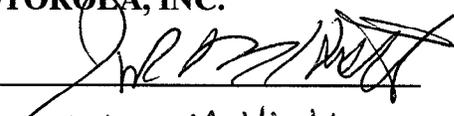
Contractor agrees that the Contract Documents shall be construed in accordance with the terms of GC-30 (Contract Interpretation) and that in the event of conflict or ambiguity between the terms of the Maintenance and Support Agreement and the General Conditions and/or this Addendum, the General Conditions, as modified by this Addendum, shall control.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IT IS EXPRESSLY AGREED THAT THE MODIFICATIONS CONTAINED HEREIN ARE A COMPLETE DECLARATION OF ALL MODIFICATIONS TO THE CONTRACT AND SHALL SUPERSEDE THE CONTRACT TO THE EXTENT OF THE MODIFICATIONS.

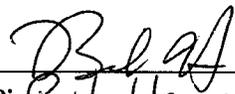
THIS ADDENDUM MODIFYING COOK COUNTY CONTRACT NO. 08-41-214 IS EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF MOTOROLA.

MOTOROLA, INC.

BY:  JUL 15 2008
DATE

Name: John M. Hiett
Title: MSSF Vice President and General manager
of Biometrics Business Unit

ATTEST:

BY: 
Name: Bob Hayes
Title: Motorola Biometrics Controller

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 08-41-214 for MAINTENANCE, HARDWARE AND SOFTWARE CABS UNIT EQUIPMENT for the COOK COUNTY SHERIFF'S POLICE DEPARTMENT, as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	MAINTENANCE, 152 LIVE SCAN MACHINES, 155 MUG SHOT CAMERAS, 145 MUG SHOT PRINTERS AND 144 FINGER PRINT PRINTERS, AS PER EXHIBIT "B" HEREIN. <u>\$326,989.00/JOB</u> <u>\$326,989.00/TOTAL</u>
2.	JOB	1	MAINTENANCE, 4 SERVERS AS PER EXHIBIT "B" HEREIN: <u>\$28,070.00/JOB</u> <u>\$28,070.00/TOTAL</u>

GRAND TOTAL
NOT TO EXCEED: \$355,059.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD DECEMBER 01, 2007 THROUGH NOVEMBER 30, 2008

CONTRACT NO. 08-41-214

EXHIBIT "A"

New Item #6

AGENDA TRANSMITTAL FORM/REQUEST FOR BOARD MEETING 3/6/08

USING AGENCY: Sheriff's Police Department Cabs Unit DATE: 2-7-08 INTERNAL REQUISITION #: 8-2310014

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board agenda.

1. Describe item (name/quantity) or service requested: Requesting authorization for the Purchasing Agent to enter into a contract with Motorola, Inc. in Anaheim, California for maintenance of 152 Live Scan Machines, 155 Mug Shot Cameras, 145 Mug Shot Printers, 144 Finger Print Printers, and 4 Servers for the Criminal Apprehension Booking System (CABS) Inc.

2. What type of transaction are you requesting?

A. Advertise for bids (go directly to question 5).

B. Enter into a contract.

C. Renewal of existing contract.

You may check more than one of the following if applicable:

D. Increase dollar amount of existing contract.

E. Extend time period on existing contract.

3. If you checked 2B through 2E, you must complete all of the following questions:

Vendor Name and Address: Motorola, Inc.
Administration Representative
1250 North Tustin Avenue
Anaheim, California 92807

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding.

Reason: Motorola, Inc. is the only provider of hardware and software support for the computer equipment in the CABS unit.

4. If you checked 2C through 2E above, you must complete the following:

Contract #:

Amount of original Board approved contract: \$

Board approval date:

5. Expiration date of current contract (if applicable):

Dates of proposed contract (if applicable): 12-1-07 thru 11-30-08

6. Fiscal Impact: \$ 355,059.00 Budget Account: 231-440 Account Description: Maintenance Data System Equipment

A. Amount of new contract increase: \$

B. Amount of above applicable to initial fiscal year: \$355,059.00

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 06 2008

COM _____

NAME Thomas J. Dart
TITLE Sheriff of Cook County

PHONE NUMBER

By: William T. McHenry
Chief of Police

SIGNATURE *Thomas J. Dart*



CONTRACT NO. 08-41-214

EXHIBIT "B"

Biometrics Maintenance and Support Agreement

Motorola, Inc., a Delaware corporation, ("Motorola" or "Seller") OR Printrak International Incorporated, a Motorola company ("Printrak" or "Seller") having a place of business at 1250 North Tustin Avenue, Anaheim, California 92807 and **Cook County Sheriff's Police** ("Customer"), having a place of business at 50 W. Washington Street – RM 107, Chicago, IL 60602-3002, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

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

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Support Plan"
Exhibit C	"Support Plan Options and Pricing Worksheet"
Exhibit D	"Billable Rates"

Section 2 DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"Motorola" means Motorola, Inc., a Delaware corporation.

"Motorola Software" means Software that Motorola or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-Motorola Software" means Software that a party other than Motorola or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Printrak" means Printrak International Incorporated, a Motorola company.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number,

shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of Motorola Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of Motorola Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the Motorola Software and Non-Motorola Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or Motorola).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3 SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as Motorola determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.5. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.6. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11 Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer: Cook County Sheriff's Police
Attn: Tony Del Santo
50 W. Washington Street – RM 107
Chicago, IL 60602-3002

Seller: Motorola, Inc.
Attn: Contracts Administration Representative
1250 North Tustin Avenue
Anaheim, California 92807
Fax: 714-237-0050

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall 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.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by

authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

Seller: Motorola, Inc.

COOK COUNTY SHERIFF'S POLICE

By:  _____

By: _____

Name: John M. Hiett

Name: _____

Title: MSSI Vice President and General
Manager of Biometrics Business Unit

Title: _____

Date: MAY 06 2008

Date: _____

Exhibit A DESCRIPTION OF COVERED PRODUCTS**MAINTENANCE AND SUPPORT AGREEMENT NO. SA# 003078-000****CUSTOMER: Cook County Sheriff's Department, IL**

The following table lists the Products under maintenance coverage:

	Product	Description	Node Name	Location
1	LSS-R	LiveScan™ Ruggedized Station	CCLS-ALSIP	Alsip
2	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-ARLHTS	Arlington Heights PD
3	LSS-R	LiveScan™ Ruggedized Station	CCLS-BARRHIL	Barrington Hills PD
4	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-BARR	Barrington PD
5	LSS-R	LiveScan™ Ruggedized Station	CCLS-BEDPK	Bedford Park Police Department
6	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-BELLWD	Bellwood Police Department
7	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-BERKLY	Berkeley Police Department
8	LSS-R	LiveScan™ Ruggedized Station	CCLS-BERWYN	Berwyn Police Department
9	LSS-R	LiveScan™ Ruggedized Station	CCLS-BLUISL	Blue Island Police Department
10	LSS-R	LiveScan™ Ruggedized Station	CCLS-BVLKUP	Bridgeview Lockup
11	LSS-R	LiveScan™ Ruggedized Station	CCLS-BVPTL	Bridgeview Patrol
12	LSS-R	LiveScan™ Ruggedized Station	CCLS-BRDGVW	Bridgeview Police Department
13	LSS-R	LiveScan™ Ruggedized Station	CCLS-BRDVW	Broadview Police Department
14	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-BRKFLD	Brookfield Police Department
15	LSS-R	LiveScan™ Ruggedized Station	CCLS-BURBANK	Burbank Police Department
16	LSS-R	LiveScan™ Ruggedized Station	CCLS-BURNHAM	Burnham Police Department
17	LSS-R	LiveScan™ Ruggedized Station	CCLS-BURRDG	Burr Ridge Police Department
18	LSS-R	LiveScan™ Ruggedized Station	CCLS-CALCTY	Calumet City Police Department
19	LSS-R	LiveScan™ Ruggedized Station	CCLS-CALPK	Calumet Park Police Department
20	LSS-R	LiveScan™ Ruggedized Station	CCLS-CHIHTS	Chicago Heights Police Department
21	LSS-R	LiveScan™ Ruggedized Station	CCLS-CHIRDG	Chicago Ridge Police Department
22	LSS-R	LiveScan™ Ruggedized Station	CCLS-CICERO	Cicero Police Department
23	LSS-P	LiveScan™ Portable Laptop	CCLS-MOB1	Cook County Sheriffs Police
24	LSS-P	LiveScan™ Portable Laptop	CCLS-MOB2	Cook County Sheriffs Police
25	LSS-R	LiveScan™ Ruggedized Station	CCLS-CRIMCRT	Cook County Sheriff Police - Criminal Courts
26	LSS-R	LiveScan™ Ruggedized Station	CCLS-DCSI	Cook County Sheriff Police - DCSI
27	LSS-R	LiveScan™ Ruggedized Station	CCLS-FUGWAR	Cook County Sheriff Police - Fugitive Warrants
28	LSS-R	LiveScan™ Ruggedized Station	CCLS-GANGS	Cook County Sheriff Police - Gangs
29	LSS-R	LiveScan™ Ruggedized Station	CCLS-JUVDCT	Cook County Sheriff Police - Juvenile Detention
30	LSS-R	LiveScan™ Ruggedized Station	CCLS-STATTY	Cook County Sheriff Police - States Attorney
31	LSS-R	LiveScan™ Ruggedized Station	CCLS-CCHIL	Country Club Hills Police Department
32	LSS-R	LiveScan™ Ruggedized Station	CCLS-CNTRYSD	Countryside Police Department
33	LSS-R	LiveScan™ Ruggedized Station	CCLS-CRSTWD	Crestwood Police Department
34	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-DALEY7	Daley Center 7th Floor
35	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-DALEYL	Daley Center Lockup
36	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-DESPLN	Des Plaines Police Department
37	LSS-R	LiveScan™ Ruggedized Station	CCLS-DPSALLY	Des Plaines Police Department - 911
38	LSS-R	LiveScan™ Ruggedized Station	CCLS-DOCRM1	DOC Receiving Men 1
39	LSS-R	LiveScan™ Ruggedized Station	CCLS-DOLTON	Dolton Police Department
40	LSS-R	LiveScan™ Ruggedized Station	CCLS-DOMVIOL	Domestic Violence
41	LSS-R	LiveScan™ Ruggedized Station	CCLS-EHZCRST	East HazelCrest
42	LSS-R	LiveScan™ Ruggedized Station	CCLS-ELGIN	Elgin Police Department
43	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-ELKGRV	Elk Grove Village
44	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-ELMWDPK	Elmwood Park Police Department
45	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-EVNSTN	Evanston Police Department
46	LSS-R	LiveScan™ Ruggedized Station	CCLS-EVRGNPK	Evergreen Park
47	LSS-R	LiveScan™ Ruggedized Station	CCLS-FLOSMR	Flossmoor Police Department
48	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-FORPK	Forest Park Police Department
49	LSS-R	LiveScan™ Ruggedized Station	CCLS-FORVW	Forest View PD
50	LSS-R	LiveScan™ Ruggedized Station	CCLS-FRNKPK	Franklin Park Police Department
51	LSS-R	LiveScan™ Ruggedized Station	CCLS-GLENCOE	Glencoe Police Department
52	LSS-R	LiveScan™ Ruggedized Station	CCLS-GLENVW	Glenview Police Department
53	LSS-R	LiveScan™ Ruggedized Station	CCLS-GLENWD	Glenwood Police Department
54	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-HNVRPK	Hanover Park Police Department

55	LSS-R	LiveScan™ Ruggedized Station	CCLS-HARVEY	Harvey Police Department
56	LSS-R	LiveScan™ Ruggedized Station	CCLS-HRWDHTS	Harwood Heights Police
57	LSS-R	LiveScan™ Ruggedized Station	CCLS-HZCRST	Hazelcrest
58	LSS-R	LiveScan™ Ruggedized Station	CCLS-HICKHIL	Hickory Hills Police Department
59	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-HILSID	Hillside Police Department
60	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-HODGKN	Hodgkins Police Department
61	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-HOFEST	Hoffman Estates Police Department
62	LSS-R	LiveScan™ Ruggedized Station	CCLS-HOMTWN	HomeTown Police Department
63	LSS-R	LiveScan™ Ruggedized Station	CCLS-HOMWD	Homewood Police Department
64	LSS-R	LiveScan™ Ruggedized Station	CCLS-INDHDPK	Indian Head Park
65	LSS-R	LiveScan™ Ruggedized Station	CCLS-JUSTICE	Justice Police Department
66	LSS-R	LiveScan™ Ruggedized Station	CCLS-KNLWRTH	Kenilworth Police Department
67	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-LAGRPK	LaGrange Park PD
68	LSS-R	LiveScan™ Ruggedized Station	CCLS-LAGR	LaGrange Police Department
69	LSS-R	LiveScan™ Ruggedized Station	CCLS-LANSING	Lansing Police Department
70	LSS-R	LiveScan™ Ruggedized Station	CCLS-LEMONT	Lemont Police Department
71	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-LINCWD	Lincolnwood PD
72	LSS-R	LiveScan™ Ruggedized Station	CCLS-LYNWD	Lynwood Police Department
73	LSS-R	LiveScan™ Ruggedized Station	CCLS-LYONS	Lyons Police Department
74	LSS-R	LiveScan™ Ruggedized Station	CCLS-MKLKUP1	Markham Lockup 1
75	LSS-R	LiveScan™ Ruggedized Station	CCLS-MKLKUP2	Markham Lockup 2
76	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-MKPTRL	Markham Patrol
77	LSS-R	LiveScan™ Ruggedized Station	CCLS-MATTSN	Matteson Police Department
78	LSS-R	LiveScan™ Ruggedized Station	CCLS-MAYBK1	Maybrook Lockup 1
79	LSS-R	LiveScan™ Ruggedized Station	CCLS-MAYBK2	Maywood Lockup 2
80	LSS-R	LiveScan™ Ruggedized Station	CCLS-MAYWOOD	Maywood Police Department
81	LSS-R	LiveScan™ Ruggedized Station	CCLS-MCCOOK	McCook Police Department
82	LSS-R	LiveScan™ Ruggedized Station	CCLS-MELPK	Melrose Park Police Department
83	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-MERITBD	Merit Board
84	LSS-R	LiveScan™ Ruggedized Station	CCLS-MERRPK	Merrionette Park
85	LSS-R	LiveScan™ Ruggedized Station	CCLS-MIDLTHN	Midlothian Police Department
86	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-MRTGRV	Morton Grove PD
87	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-MTPRSCT	Mount Prospect Police Department
88	LSS-R	LiveScan™ Ruggedized Station	CCLS-NILES	Niles Police Department
89	LSS-R	LiveScan™ Ruggedized Station	CCLS-NORRDG	Norridge Police Department
90	LSS-R	LiveScan™ Ruggedized Station	CCLS-NLAKE	North Lake Police Department
91	LSS-R	LiveScan™ Ruggedized Station	CCLS-NRIVRS	North Riverside Police Department
92	LSS-R	LiveScan™ Ruggedized Station	CCLS-NBROOK	Northbrook Police Department
93	LSS-R	LiveScan™ Ruggedized Station	CCLS-NFIELD	Northfield Police Department
94	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-OAKFRS	Oak Forest Police Department
95	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-OAKLAWN	Oak Lawn Police Department
96	LSS-R	LiveScan™ Ruggedized Station	CCLS-OAKPARK	Oak Park Police Department
97	LSS-R	LiveScan™ Ruggedized Station	CCLS-OLYFLD	Olympia Fields Police Department
98	LSS-R	LiveScan™ Ruggedized Station	CCLS-ORLHIL	Orlando Hills Police Department
99	LSS-R	LiveScan™ Ruggedized Station	CCLS-ORLPRK	Orlando Park Police Department
100	LSS-R	LiveScan™ Ruggedized Station	CCLS-PALTNE	Palatine PD
101	LSS-R	LiveScan™ Ruggedized Station	CCLS-PALHTS	Palos Heights Police Department
102	LSS-R	LiveScan™ Ruggedized Station	CCLS-PALHIL	Palos Hills Police Department
103	LSS-R	LiveScan™ Ruggedized Station	CCLS-PALPRK	Palos Park Police Department
104	LSS-R	LiveScan™ Ruggedized Station	CCLS-PRKFOR	Park Forest Police Department
105	LSS-R	LiveScan™ Ruggedized Station	CCLS-PRKRDG	Park Ridge Police Department
106	LSS-R	LiveScan™ Ruggedized Station	CCLS-PHOENIX	Phoenix Police Department
107	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-POSEN	Posen P.D.
108	LSS-R	LiveScan™ Ruggedized Station	CCLS-PROHTS	Prospect Heights Police Department
109	LSS-R	LiveScan™ Ruggedized Station	CCLS-RICHPRK	Richton Park Police Department
110	LSS-R	LiveScan™ Ruggedized Station	CCLS-RIVRFOR	River Forest Police Department
111	LSS-R	LiveScan™ Ruggedized Station	CCLS-RIVRGRV	River Grove Police Department
112	LSS-R	LiveScan™ Ruggedized Station	CCLS-RIVRDLE	Riverdale Police Department
113	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-RIVRSDE	Riverside PD

114	LSS-R	LiveScan™ Ruggedized Station	CCLS-RMLKUP	Rolling Meadows Lockup
115	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-RMPTRL	Rolling Meadows Patrol
116	LSS-R	LiveScan™ Ruggedized Station	CCLS-ROLMDW	Rolling Meadows Police Department
117	LSS-R	LiveScan™ Ruggedized Station	CCLS-ROSELL	Roselle Police Department
118	LSS-R	LiveScan™ Ruggedized Station	CCLS-ROSEMNT	Rosemont Police Department
119	LSS-R	LiveScan™ Ruggedized Station	CCLS-SAUKVLG	Sauk Village Police Department
120	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-SCHMBRG	Schaumburg PD
121	LSS-R	LiveScan™ Ruggedized Station	CCLS-SCHPRK	Schiller Park Police Department
122	LSS-R	LiveScan™ Ruggedized Station	CCLS-SKCRT	Skokie Courthouse
123	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-SKOKIE	Skokie Police Department
124	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-SBARR	South Barrington Police Department
125	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-SCHIHTS	South Chicago Heights Police Depart
126	LSS-R	LiveScan™ Ruggedized Station	CCLS-SHOLND	South Holland Police Department
127	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-STEGER	Steger Police Department
128	LSS-R	LiveScan™ Ruggedized Station	CCLS-STCKNY	Stickney Police
129	LSS-R	LiveScan™ Ruggedized Station	CCLS-STONPRK	Stone Park Police Department
130	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-STRMWD	Streamwood PD
131	LSS-R	LiveScan™ Ruggedized Station	CCLS-SUMMIT	Summit Police Department
132	LSS-R	LiveScan™ Ruggedized Station	CCLS-THNTON	Thornton PD
133	LSS-R	LiveScan™ Ruggedized Station	CCLS-TNLYPRK	Tinely Park Police Department
134	LSS-R	LiveScan™ Ruggedized Station	CCLS-WCHSTR	Westchester Police Department
135	LSS-R	LiveScan™ Ruggedized Station	CCLS-WNSPRNG	Western Springs Police Department
136	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-WHEELNG	Wheeling PD
137	LSS-R	LiveScan™ Ruggedized Station	CCLS-WLSPRNG	Willow Springs Police Department
138	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-WILMTE	Wilmette PD
139	LSS-3000R	LiveScan™ Ruggedized Station	CCLS-WINTKA	Winnetka Police Department
140	LSS-R	LiveScan™ Ruggedized Station	CCLS-WORTH	Worth Police Department

<i>Product</i>	<i>Description</i>	<i>Qty</i>	
MS Camera	Mugshot Camera	155	
MS Printer	Mugshot Printer	145	
FP Printer	Fingerprint Printer	144	
Gateway	Dell PowerEdge 2850	2	
File Server	Dell PowerEdge 2850	2	

MAINTENANCE AND SUPPORT AGREEMENT NO. SA 003078-000

Exhibit B SUPPORT PLAN

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved

hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. (*Applies to Software and interfaces to those Products*) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # SA # 003078-000
 New Term Effective Start December 1, 2007

Date May 6, 2008 (Rev. 4)
 End November 30, 2008

CUSTOMER: Address (1): Address (2): CITY, STATE, ZIP CODE:	Cook County Sheriff's Police 50 W. Washington Street RM 107 Chicago, IL 60602-3002	BILLING AGENCY: Address (1): Address (2): CITY, STATE, ZIP CODE:	Cook County Sheriff's Department 69 West Washington, Room 840 Chicago, IL 60602
CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	Tony Del Santo Director (708) 865-6007 adsanto@cookcountygov.com	CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	Alexis Herrera Budget Director 312-603-0069 alherre@cookcountygov.com

For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@motorola.com.
 AFIS System DeskScan™ Station LiveScan™ Station Omnitrak™ System Mugshot InstantImage™ Imagetrak™

<u>STANDARD SUPPORT</u>	<u>ANNUAL FEE</u>	<u>SUPPORT OPTIONS</u>	<u>ANNUAL FEE</u>
<input checked="" type="checkbox"/> Advantage – Software Support	\$ <u>164,792</u>	<input type="checkbox"/> Onsite Hardware Support	\$ <u>Not Included</u>
<ul style="list-style-type: none"> ◆ 8 a.m. – 5 p.m. Monday to Friday PPM ◆ Unlimited Telephone Support ◆ Remote Dial-In Analysis ◆ Supplemental Releases & Updates ◆ Standard Releases & Updates ◆ Automatic Call Escalation ◆ Access to Motorola Support Website ◆ Software Customer Alert Bulletins ◆ Telephone Response: 2 Hour 		<ul style="list-style-type: none"> ◆ 8 a.m. – 5 p.m. Monday-Friday PPM ◆ Next day PPM On-site Response ◆ Product Repair ◆ Defective Parts Replacement ◆ Escalation Support ◆ Hardware Vendor Liaison ◆ Equipment Inventory Detail Management ◆ Hardware Service Reporting ◆ Hardware Customer Alert Bulletins 	
UPLIFTS		<input checked="" type="checkbox"/> Parts Support 8 a.m. – 5 p.m. Mon - Fri	\$ <u>140,981</u>
<input type="checkbox"/> Increase PPM to _____	\$ <u>n/a</u>	◆ Parts Ordered & Shipped Next Business Day	
<input type="checkbox"/> Increase Response Time to _____	\$ <u>n/a</u>	◆ Parts Customer Alert Bulletins	
<input checked="" type="checkbox"/> Gateway and File Servers (24X7 Su-Sat)	\$ <u>42,105</u>	◆ <i>If customer is providing their own on-site hardware support, the following applies:</i>	
Revisions: Removed CABS LiveScans & uplifted Servers to 24 X 7 Service Level		* Customer Orders & Replaces Parts	
SOFTWARE SUPPORT TOTAL	\$ 206,897.00	* Telephone Technical Support for Parts Replacement Available	
		HARDWARE SUPPORT TOTAL	\$ 140,981.00

<u>OTHER AVAILABLE OPTIONS</u>	<u>ANNUAL FEE</u>
<input type="checkbox"/> Users Conference Attendance (\$2,650 per Attendee) Year _____ Number Attendees Requested _____	\$ <u>n/a</u>
<ul style="list-style-type: none"> • Registration fee • Roundtrip travel for event (booked by Motorola) • Hotel accommodations (booked by Motorola) • Rental car (booked by Motorola) • Daily meal allowance (determined by Motorola guidelines) 	
<input type="checkbox"/> Consulting Services - 8 Hour Blocks (plus travel fees)	\$ <u>n/a</u>
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year	\$ <u>n/a</u>
<input type="checkbox"/> Other:	\$ <u>n/a</u>
OTHER OPTIONS TOTAL	\$ n/a

Prepared by: **Delisa Ollisemeka, 714-238-2071, dolisemeka@motorola.com**

FULL TERM FEE GRAND TOTAL*: \$ 347,878.00
TO BE PAID AND BILLED MONTHLY: \$ 28,989.83

*Exclusive of taxes if applicable

Exhibit D
CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. 003078-000

CUSTOMER: Cook County Sheriff's Police

The following are Seller's current billable rates, subject to an annual change.

COVERAGE HOURS (PPM)	BILLABLE RATES (Outside the scope of a current Maintenance and Support Agreement)
8 a.m.-5 p.m. M-F (local time)	\$160 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

COVERAGE HOURS (PPM)	BILLABLE RATES (WITHOUT AN AGREEMENT)
8 a.m.-5 p.m. M-F (local time)	\$320 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum

INDEX

ECONOMIC DISCLOSURE STATEMENT

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	WBE/MBE UTILIZATION PLAN	EDS-1/2
2	LETTER OF INTENT (FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT) FORMAT SAMPLE	EDS-3/4
3	PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS	EDS-5/6
4	CONTRACTOR CERTIFICATIONS	EDS-7-13
5	ACKNOWLEDGEMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE	EDS-14/15
6	SOLE PROPRIETOR, SIGNATURE PAGE	EDS-16/17/18
7	PARTNERSHIP, SIGNATURE PAGE	EDS-19/20/21
8	CORPORATION, SIGNATURE PAGE	EDS-22/23/24
9	PROPOSAL ACCEPTANCE, COOK COUNTY	EDS-25

MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER'S/PROPOSER'S MBE/WBE STATUS: (check the appropriate line)

___ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: N/A
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: N/A
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE Direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: N/A
Address: _____
e-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount of indirect Participation \$ _____
Percent Amount of indirect Participation: _____
*Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: B&B Maintenance
Address: 537 Capital Drive, Lake Zurich, IL 60047
e-mail: N/A
Contact Person: Silverio Osorio Phone: 847-550-6060
Dollar Amount of indirect Participation \$ 124,271
Percent Amount of indirect Participation: 35.90
*Letter of Intent attached? Yes X No _____

Attach additional sheets as needed.

- * All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: LiveScan Maintenance

From: B & B Maintenance (Name of MBE/WBE Firm)

To: Motorola and the County of Cook (Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Each item supplied or service performed will be detailed under Fee/Cost with all items/services totaled to equal the full dollar amount of the Letter of Intent. All services performed or supplies provided must either be directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.

Table with 3 columns: Description of Service/Supply, Fee/Cost, and percentage. Row 1: Janitorial Services, \$ 124,271, 35%. Total: \$ 124,271, 35%.

If more space is needed to fully describe the MBE/WBE firm's description of service/supply and/or fee/cost, attach additional sheets.

THE UNDERSIGNED PARTIES AGREE to enter into a formal written agreement for the above work and conditioned upon the Prime Contractor's execution of the above referenced contract with the County of Cook and will do so within (3) thirty working days of the Prime Contractor's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

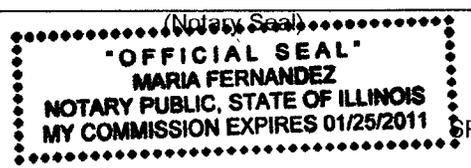
Upon Penalty of perjury, I SILVERIO OSORIO (print name), the PRESIDENT (title) and duly authorized representative of the

MBE and/or WBE B & B Maintenance (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be supplied/ performed for the above indicated dollar amount of \$ 124,271 which represents the above indicated percentage of 35 % of this contract bid amount of \$ 355,059.

Silverio Osorio (Signature of Affiant) 4/29/08 (Date)

Subscribed and sworn to before me this 29th day of APRIL, 2008.

Maria Fernandez (Notary Signature)



EF-3

REVISED 6/13/02

PSV12.18

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I LeiAnn Rideau (print name),

the Diversity Supplier Outreach Mgr. title) and duly authorized representative of the Prime.

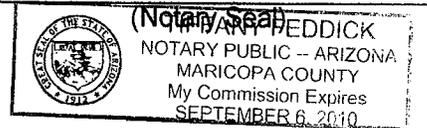
Bidder Motorola (firm name) affirm that all of the foregoing information is true and correct and that the the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$ 124,271 which represents the above indicated percentage 35% of this contract bid amount of \$ 355,059.

[Signature]
(Signature of Affiant)

04 28 108
(Date)

Subscribed and sworn to before me this 28 day of April, 2008.

[Signature]
(Notary Signature)





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

December 7, 2007

Silverio Osorio
B and B Maintenance, Inc.
537 Capital Drive
Lake Zurich, IL 60047

Annual Certificate Expires: March 1, 2009
Vendor Number: 1018809

Dear Mr. Osorio:

We are pleased to inform you that **B and B Maintenance, Inc.** has been certified as a **Minority Owned Business Enterprise (MBE)** by the City of Chicago. This **MBE** certification is valid until **March 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **March 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Janitorial Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/bc

NEIGHBORHOODS



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER
- FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
 ___ % of Reduction for MBE Participation
 ___ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)
- (2) the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)
- (3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)
- (4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- (4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- (5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CONTRACTOR CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of two (2) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted by federal, state or local government of an act committed, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any state, federal, local government or school district in the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a two-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default;
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

- (m) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (l) above.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

- B.1 Neither the Contracting Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

Has the Contracting Party had a "business relationship" with any County elected official in the 12 months before the date these Execution Forms were signed?

Yes No

If yes, please identify below the name(s) of such County elected officials and describe such relationship(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

- D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

- E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)
No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

- F. ILLINOIS HUMAN RIGHTS ACT
In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

- G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)
Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

1.) Is bidder/proposer a "Local Business" as defined above?
Yes: _____ No: X

2.) How many persons are currently employed on a full-time basis by bidder/proposer? Motorola employs 66,000 worldwide

3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?

Yes: X No: _____

If yes, list such bidder/proposer business addresses:

1309 E. Algonquin Rd.
Schaumburg, IL 60196

4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: X No: _____

If yes, list such bidder/proposer business addresses:

Visit www.motorola.com/annual report/2007
on the web for detailed information
(Attach Additional Sheets if Necessary)

5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? N/A

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

I. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$9.43 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)
Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below: NONE

If the letters, "NA", the word "None" or no response appears above, it will conclusively presumed that the Contracting Party certified to the above statements.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: _____

Business: _____

Relationship to Contractor: _____

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: _____

ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE
(SECTION 5)

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

- G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Motorola, Inc.

Print or type name of Contracting Party

By:

John M. Hiett

Print or type name of person signing

MSSI Vice President and General Manager of Biometrics Business Unit

Print or type title of person signing

MAY 06 2008

Date

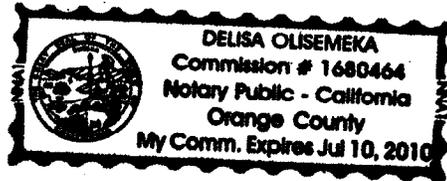
Signed and sworn to before me this 6th day of May, 2008

Delisa Olisemeka

Notary Public Signature

Notary Seal

Commission Expires: 7/2010



EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER (S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date: _____

Subscribed and Sworn to

before me this ____ day

of _____, 200__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.
EDS-16

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:
PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200_____.

X _____ My commission expires: _____
Notary Public Signature Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

EXECUTION BY A CORPORATION

(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Motorola, Inc.
BUSINESS ADDRESS: 1309 E. Algonquin Rd., Schaumburg, IL
BUSINESS TELEPHONE: 847.576.0916 FAX NUMBER: 847.538.6048
CONTACT PERSON: Chris Cnisnell
FEIN: 36-1115800 *IL CORPORATE FILE NUMBER: 50232859

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.
PERMANENT INDEX NUMBER(S):

See Attached List

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Gregory Brown VICE PRESIDENT: Mark F. Moon
SECRETARY: Lewis Stevenson TREASURER: David Devonshire

***SIGNATURE OF PRESIDENT: X [Signature]
ATTEST: X [Signature] (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 6th day
of May, 2008. My commission expires: 7/2010
X Delisa Olisemeka
Notary Public Signature Notary Seal



- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

MOTOROLA, INC.
COOK COUNTY REAL ESTATE TAX PARCELS
1-Nov-07

VOLUME	PERMANENT REAL ESTATE INDEX NUMBER	TOWN NO.
126	10-29-303-023	24011
150	02-34-300-068	29045
150	02-34-400-009	29045
150	02-34-400-015	29045
187	07-01-100-003	35011
187	07-02-201-008	35011
187	07-11-201-016	35011
187	07-12-100-008	35011
187	07-12-100-010	35011
231	03-07-100-005	38016
231	03-07-100-006	38016
231	03-07-100-007	38016
231	03-07-100-015	38016

DELEGATION OF AUTHORITY

(DELEGATION NOT TO EXCEED TEN MILLION DOLLARS)

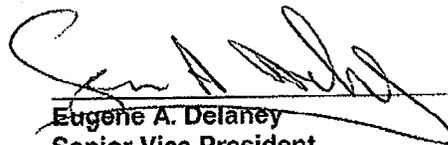
I, **Eugene A. Delaney**, Senior Vice President of Motorola Inc.'s ("Company") Government and Public Safety organization, of the Enterprise Mobility Solutions business ("Group"), do hereby delegate my authority to enter into and execute in the name of and on behalf of the Company, customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, object code software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements (pursuant to Group, Sector and Company policy) and subcontractor documents which are related to the Business (collectively referred to as "Contract Documents"), to the below named individuals with the following dollar or other limitations as specified

To Jack Hiett: Division Contract Documents relating to Biometric Solutions supplier purchase agreements, system integration subcontracts and/or service contracts in an amount not to exceed **\$2,000,000**;

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on **May 31, 2008**.

This Delegation can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Division.

IN WITNESS WHEREOF, I have executed this delegation of authority as of this **21st day of May, 2007**.



Eugene A. Delaney
Senior Vice President
Government & Public Safety
Enterprise Mobility Solutions
Motorola, Inc.

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. At a meeting of the Board of Directors of the Company held on January 31, 2008, at which a quorum was present and acting throughout, the following resolution was duly adopted, effective January 1, 2008, has not been amended, and is in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

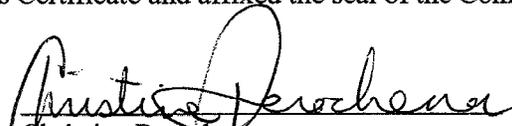
- (1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) supply chain procurement arrangements, (Senior Vice Presidents in the Global Supply Chain Organization have authority for supply chain procurement arrangements in a specific Board resolution), (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, (ix) opening bank accounts, (x) establishing borrowing relationships on behalf of the Company, and (xi) voting or otherwise dealing with securities owned by the Company;
- (2) amounts in excess of \$50 million;

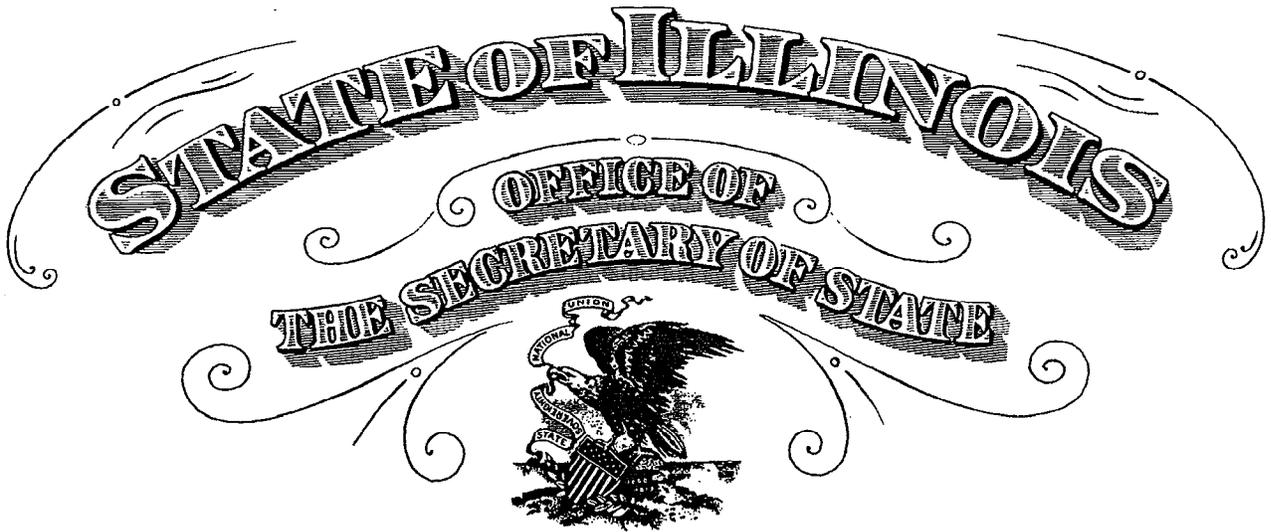
The officers named above are authorized to delegate this authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

<u>Name</u>	<u>Title</u>
Eugene A. Delaney	Senior Vice President, Government and Commercial Markets - Americas

IN WITNESS WHEREOF, I have executed this Certificate and affixed the seal of the Company as of this 8th day of May, 2008.


Christine Perochena
Assistant Secretary



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

MOTOROLA, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 04, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of JANUARY A.D. 2008 .

Jesse White

Directors/Officers/Contracting Authority

Board of Director (or Managers)

Gregory Q. Brown
David W. Dorman, Chairman
William R. Hambrecht
Judy C. Lewent
Keith Meister
Thomas J. Meredith
Nicholas Negroponte
Samuel C. Scott III
Ron Sommer
James R. Stengel
Anthony J. Vinciguerra
Douglas A. Warner III
Dr. John A. White
Miles D. White

Board Committees

AUDIT AND LEGAL COMMITTEE

Keith Meister
Ron Sommer
Anthony J. Vinciguerra
John A. White (Chair)

COMPENSATION AND LEADERSHIP COMMITTEE

William Hambrecht
Judy Lewent
Samuel C. Scott (Chair)
James R. Stengel

EXECUTIVE COMMITTEE

Gregory Q. Brown (Chair)
David W. Dorman
Judy C. Lewent
Samuel C. Scott III
Douglas A. Warner III
John A. White

FINANCE COMMITTEE

David Dorman
Judy C. Lewent (Chair)
Thomas J. Meredith
Douglas A. Warner III

GOVERNANCE AND NOMINATING COMMITTEE

David Dorman

Nicholas Negroponte
Douglas A. Warner III (Chair)
Miles D. White

Elected Officers

Executive Officers

GREGORY Q. BROWN - President and Chief Executive Officer
A. PETER LAWSON - Executive Vice President, Law, General Counsel and Secretary to the Board
PAUL J. LISKA - Executive Vice President and Chief Financial Officer
DANIEL M. MOLONEY - Executive Vice President, President, Home and Networks Mobility Business
PATTY MORRISON - Executive Vice President, Information Technology, Chief Information Officer
RICHARD NOTTENBURG - Executive Vice President, Chief Strategy and Technology Officer

Senior Vice Presidents

BRUCE BRDA - Senior Vice President, Worldwide Sales, Mobile Devices Business
JOHN BURKE - Senior Vice President, General Manager, Digital Video Solutions, Home and Networks Mobility Business
ROBERTO CABANELAS - Senior Vice President, Human Resources, Integrated Supply Chain, Latin America
JOHN CIPOLLA - Senior Vice President, Mid-to-High Tier Products, Mobile Devices Business
DANIEL J. COOMBES - Senior Vice President, WiMAX Engineering and Advanced Technology Development, Home and Networks Mobility Business
EUGENE A. DELANEY - Senior Vice President, President, Government and Public Safety, Enterprise Mobility Solutions Business
BOB EPSOM - Senior Vice President, Global Engineering, Government and Public Safety Business, Enterprise Mobility Solutions Business
MIKE HICKEY - Senior Vice President, Multimedia, Mobile Devices Business
RITA S. LANE - Senior Vice President, Integrated Supply Chain
GREG LEE - Senior Vice President, Human Resources
SIMON LEUNG - Senior Vice President, Asia Pacific Go-to-Market, Home and Networks Mobility Business
DON MCLELLAN - Senior Vice President, Finance, Mergers and Acquisitions, Corporate
JONATHAN MEYER - Senior Vice President, Law, Intellectual Property, Corporate
MARK MOON - Senior Vice President, Government and Commercial Markets Americas, ASTRO Product Management, Chairman of Vertex Standard Joint Venture, Government and Public Safety, Enterprise Mobility Solutions Business
REY MORE - Senior Vice President, Quality Mobile Devices, Chief Quality Officer

Motorola, Mobile Devices Business

ALAIN MUTRICY - Senior Vice President, Platform and Technology, Mobile Devices Business

KATHY PALADINO - Senior Vice President, President, Enterprise Mobility, Enterprise Mobility Solutions Business

BOB PEREZ - Senior Vice President, Integrated Supply Chain, Global Operations

LARRY R. RAYMOND - Senior Vice President, Finance, Acting Treasurer

GEOFF ROMAN - Senior Vice President, Strategy and Business Development, Home and Networks Mobility Business

MARC E. ROTHMAN - Senior Vice President and Chief Financial Officer, Mobile Devices Business

ROB SHADDOCK - Senior Vice President, Consumer Products, Mobile Devices Business

BRUCE M. STONE - Senior Vice President, Cellular Networks Engineering, Home and Networks Mobility Business

KAREN TANDY - Senior Vice President, Global Government Affairs, Enterprise Mobility Solutions Business

BILL WERNER - Senior Vice President, Future Solutions and Technology, Mobile Devices Business

FRED WRIGHT - Senior Vice President, General Manager Networks and WiMAX Solutions, Home and Networks Mobility Business

ELISHA YANAY - Senior Vice President, Israel, Government and Public Safety, Enterprise Mobility Solutions Business

Corporate Vice Presidents

HAMID AHMADI - Corporate Vice President, Senior Fellow, Strategy and Technology, Technical Architecture and Solutions

MICHAEL D. ANNES - Corporate Vice President, Law, Integrated Supply Chain

RICH BAIDS - Corporate Vice President, PCR Products and Solutions Organization, Government and Public Safety, Enterprise Mobility Solutions Business

JUDY BARANOWSKI - Corporate Vice President, Integrated Supply Chain, Chief Procurement Officer

BILL BONI - Corporate Vice President, Information Technology, Motorola Information Protection and Security (MIPS)

JAIME A. BORRAS - Corporate Vice President, Senior Fellow, Advanced Technology, Mobile Devices Business

DAVID BORTH - Corporate Vice President, CTO, Advanced Technology, Standards and Common Engineering, Government and Public Safety, Enterprise Mobility Solutions Business

(SIR) DAVID BROWN - Corporate Vice President, Chairman, Motorola UK Ltd, Government and Public Safety, Enterprise Mobility Solutions Business

CHERYLN CHIN - Corporate Vice President, Multimedia Extreme Products Applications and Services, Mobile Devices Business

MARYANN CLIFFORD - Corporate Vice President, Law, Ethics and Compliance,

Corporate

EDUARDO CONRADO - Corporate Vice President, Global Marketing, Home and Networks Business and Enterprise Mobility Solutions Business

JOE COZZOLINO - Corporate Vice President, Region General Manager EMEA, Home and Networks Mobility Business

JEREMY DALE - Corporate Vice President, Marketing, Mobile Devices Business

CAREY DASSATTI - Corporate Vice President, Human Resources, Mobile Devices Business

TOM DAVIS - Corporate Vice President, Finance, Chief Economist and Strategic Transactions, Corporate

TODD DeYOUNG - Corporate Vice President, Portfolio Management, Mobile Devices Business

JASON FEW - Corporate Vice President, Companion Products, Mobile Devices Business

JOSE R. FIGUEROA - Corporate Vice President, Strategic Account Management, Home and Networks Mobility Business

EDWARD FITZPATRICK - Corporate Vice President, Finance, Home and Networks Mobility Business

MICHAEL FLEMING - Corporate Vice President, Integrated Supply Chain, New Product Introduction and ISC Engineering

CAROL FORSYTE - Corporate Vice President, Law, Securities and Motorola Foundation, Corporate

MS GAY - Corporate Vice President, Integrated Supply Chain, Quality

JOHN GHERGHETTA - Corporate Vice President, EMEA and Apac, TETRA/WiBB/PCR/AAD Product Management, Government and Public Safety, Enterprise Mobility Solutions Business

JILL GOLDY - Corporate Vice President, Law, Labor and Employment, Corporate

GARY GRUBE - Senior Fellow, Government and Public Safety, Enterprise Mobility Solutions Business [Corporate Vice President]

MIKE GUGGEMOS - Corporate Vice President, Information Technology, Infrastructure, Corporate

ED HUGHES - Corporate Vice President, Finance, Government and Public Safety, Enterprise Mobility Solutions Business

LESLIE JONES - Corporate Vice President, Information Technology, B2B IT

RUEY BIN KAO - Corporate Vice President, Country Management, China, Home and Networks Mobility Business

CATHIE KOZIK - Corporate Vice President, Information Technology, Mobile Devices Business and Integrated Supply Chain

TRACEY KOZIOL - Corporate Vice President, Feature Phones, Mobile Devices Business

STEVE LALLA - Corporate Vice President, Mass Market, Mobile Devices Business

JAMES LANGROCK - Corporate Vice President, Finance, Enterprise Mobility, Enterprise Mobility Solutions Business

Alan Lefkof - Corporate Vice President, General Manager Broadband Solutions Group, Home and Networks Mobility Business

HENRY LEWINSOHN - Corporate Vice President, Integrated Supply Chain, G.M. Task Force

DEAN LINDROTH - Corporate Vice President, Finance, Investor Relations
ROB McLAUGHLIN - Corporate Vice President, Americas Go-to-Market, Home and Networks Mobility Business
ARLIS McLEAN - Corporate Vice President, Human Resources, Integrated Supply Chain, Latin America
DOUGLAS MEANS - Corporate Vice President, General Manager, IP Video Solutions, Home and Networks Mobility Business
LAURIE MEISSNER - Corporate Vice President, Finance, Chief Accounting Officer
BORIS METLITSKY - Corporate Vice President, Engineering and Product Management, Enterprise Mobility, Enterprise Mobility Solutions Business
GEORGE NEILL - Corporate Vice President, Global Marketing, Corporate
SCOTT OFFER - Corporate Vice President, Law, Mobile Devices Business
CHRIS OUMET - Corporate Vice President, Human Resources, Enterprise Mobility Solutions Business
SUDHAKAR RAMAKRISHNA - Corporate Vice President, Software Solutions, Home and Networks Mobility Business
G. BICKLEY (BICK) REMMEY, III - Corporate Vice President, North America Cable and Telco Sales, Home and Networks Mobility Business
JANET RILEY - Corporate Vice President, Finance, Global Tax, Corporate
BERNIE SCHAEFFER - Corporate Vice President, Integrated Supply Chain, Global Repair
TED SCHAFFNER - Corporate Vice President, Finance, Business Development, Corporate
BOB SCHASSLER - Corporate Vice President, Radio Products and Solutions Organization, Government and Public Safety, Enterprise Mobility Solutions Business
GEORGE SELBY - Corporate Vice President, Law, Litigation
MARK SHOCKLEY - Corporate Vice President, Go To Market East Asia, Mobile Devices Business
GEORGE SIMMONS - Corporate Vice President, General Manager Access Networks, Home and Networks Mobility Business
RALPH SMITH - Corporate Vice President, Finance, Business Development, Corporate
RAY SOKOLA - Corporate Vice President, Technology, Home and Networks Mobility Business
JEENA SRINIVAS - Corporate Vice President, Software, Mobile Devices Business
TOM STACK - Corporate Vice President, Global Sales Operations, Mobile Devices Business
JUERGEN STARK - Corporate Vice President, Productivity, Mobile Devices Business
LEWIS STEVERSON - Corporate Vice President, Law, Enterprise Mobility Solutions Business and Home and Networks Mobility Business
GARY TATJE - Corporate Vice President, Finance, Motorola Customer Financial Services
E. L. TAY - Corporate Vice President, Integrated Supply Chain, Asia Operations
CARL THIELK - Corporate Vice President, Integrated Supply Chain, Americas Operations
CLIF TRIPLET - Corporate Vice President, Global Services, Home and Networks Mobility Business

ENRIQUE USSHER - Corporate Vice President, Go To Market Latin America, Mobile Devices Business
TERI VALENTINE - Corporate Vice President, Finance, Audit Services
RICH VALIN - Corporate Vice President, Finance, Integrated Supply Chain
JIM WELCH - Corporate Vice President, North America Sales, Government and Public Safety, Enterprise Mobility Solutions Business
CHAR WHITAKER - Corporate Vice President, Law, Intellectual Property Transactions, Corporate
JIM WICKS - Corporate Vice President, Consumer Experience and Design, Mobile Devices Business

Appointed Officers

Vice Presidents

VICE PRESIDENTS of businesses, and Corporate Staff. Appointed by the Responsible Executive Vice President: (Please verify exact title with the officer)

ANN ADAMS - Vice President, Marketing, Internal Communications, Corporate
DAN ADERHOLD - Vice President, Sales, Verizon Wireless Sales and Operations, Home and Networks Mobility Business
IMRAN AKBAR - Vice President, Converged Enterprise Communications, Enterprise Mobility, Enterprise Mobility Solutions Business
MOHAMMAD AKHTAR - Vice President, Global Product Management GSM/UMTS PdM, Home and Networks Mobility Business
BILL ALBERTH - Fellow, Technology, Mobile Devices Business
PETER ALOUMANIS - Vice President, iDEN, Mobile Devices Business
ELIZABETH ALTMAN - Vice President, Strategy and Business Development, Mobile Devices Business
ALI AMER - Vice President, Sales MEA, Home and Networks Mobility Business
WILLIAM ANAYA - Vice President, Government Relations, Government Relations Organization, Government and Public Safety, Enterprise Mobility Solutions Business
JAY ANDERSEN - Vice President, General Manager Southeast Asia, Home and Networks Mobility Business
GUSTAVO ANTONETTI - Vice President, Sales and General Manager Mexico, Mobile Devices Business
HENRIK ASBJORN - Vice President, Channels and Growth EMEA, Government and Public Safety, Enterprise Mobility Solutions Business
EDWARD BARKAN - Fellow, Technology, Enterprise Mobility, Enterprise Mobility Solutions Business
PETER BARKER - Vice President, Operations, Good Technology Group, Enterprise Mobility, Enterprise Mobility Solutions Business
MICHAEL BAYER - Vice President, Sales EMEA, Enterprise Mobility, Enterprise Mobility Solutions Business
ROBERT BEACH - Fellow, Technology, Enterprise Mobility, Enterprise Mobility Solutions Business

GINO BONANOTTE - Vice President, Finance, North America, Government and Public Safety

JODI HANSON BOND - Vice President, Growth Countries and Emerging Markets, Government Relations Organization, Government and Public Safety, Enterprise Mobility Solutions Business

JIM BRENNAN - Vice President, Integrated Supply Chain, Home and Networks Mobility

ERIC BROOKS - Vice President, Global Subscriber ASTRO Platform Engineering, Government and Public Safety, Enterprise Mobility Solutions Business

BOHDAN BULAWKA - Vice President, Government Relations, Government Relations Organization, Government and Public Safety, Enterprise Mobility Solutions Business

STEVE BUNCH - Vice President, Technical Staff, Mobile Devices Business

SERGIO BUNIAC - Vice President, Sales and General Manager Brazil, Mobile Devices Business

DENNIS BURKE - Vice President, Sales T Mobile, Mobile Devices Business

JEREMY BUTT - Vice President, Worldwide Sales Channel, Enterprise Mobility, Enterprise Mobility Solutions Business

BOB CASH - Vice President, Integrated Supply Chain, Semiconductor Category Management, Corporate

IAN CHAPMAN-BANKS - Vice President, Marketing, Asia Pacific, Mobile Devices Business

BOB CHEN - Vice President, MCD, Enterprise Mobility, Enterprise Mobility Solutions Business

FC CHOW - Vice President, Integrated Supply Chain, Global Manufacturing

CHRIS CLARK - Vice President, Integrated Supply Chain, Enterprise Mobility Solutions Business

KEVIN COLE - Vice President, Device Technology, Mobile Devices Business

TOM COLLINS - Vice President, Services, Enterprise Mobility, Enterprise Mobility Solutions Business

JIM COSCO - Vice President, Quality, Home and Networks Mobility Business

DEBORA COURTRIGHT - Vice President, Government Projects Team, Government and Public Safety, Enterprise Mobility Solutions Business

KIRK DAILEY - Vice President, Intellectual Property, Mobile Devices Business

MALCOLM DAWE - Vice President, Go-to Market West Asia, Mobile Devices Business

NICOLAS DEMASSIEUX - Fellow, Technology, Labs Europe [Appointed Vice President]

MARK DePIETRO - Vice President, Video Access, Home and Networks Mobility Business

MARIO DERANGO - Fellow, Chief Architect, Government and Public Safety, Enterprise Mobility Solutions Business

CH DOBAL - Vice President, Law, Regional Leader, Latin America Region

JENNIFER FISHER - Vice President, Human Resources, Corporate Departments

JIM FOOTE - Vice President, Human Resources, Global Rewards

RICK GADD - Vice President, Sales Sprint, Mobile Devices Business

RICH GALITZ - Vice President, Business Development, Government and Public Safety,

Enterprise Mobility Solutions Business

MELISSA GARDNER - Vice President, Marketing, Global Product Marketing, Mobile Devices Business

RALF GERBERSHAGEN - Vice President, T Mobile and Country Manager Germany, Austria, Switzerland, Mobile Devices Business

PHIL GILCHRIST - Vice President, Global Product Line Management and Advanced Technology, Mobile Devices Business

TOM GLEASON - Vice President, Sales Americas, Enterprise Mobility, Enterprise Mobility Solutions Business

DAVID GRUBB - Vice President, Business Development, Home and Networks Mobility Business

SUJAI HAJELA - Vice President, WID, RFID, Enterprise Mobility, Enterprise Mobility Solutions Business

DOUG HANSON - Vice President, Standards, Government and Public Safety, Enterprise Mobility Solutions Business

JOE HARTSIG - Vice President, Sales Vodafone, Mobile Devices Business

MICHELLE HAWKINS - Vice President, Integrated Supply Chain, Indirect Procurement

DENISE HAYLOR - Vice President, Human Resources, Home and Networks Mobility Business

BRENDA HEROLD - Vice President, GSM/UMTS Engineering, Home and Networks Mobility Business

MIKE HORTIE - Vice President, Sales Canada, Mobile Devices Business

JIAN-CHENG HUANG - Fellow, Strategy and Technology, Labs Asia [Appointed Vice President]

BOB HUBBERTS - Vice President, Finance, North America, Home and Networks Mobility Business

VIDA ILDEREM - Vice President, Strategy and Technology, Embedded Systems and Physical Sciences

ORNELLA INDONIE - Vice President, Sales Latin America North, Mobile Devices Business

ROGER JELLICOE - Vice President, Multimedia Product Development, Mobile Devices Business

RALPH KAMIN - Vice President, Engineering, Wideband Base Transceiver Systems, Home and Networks Mobility Business

MARC KAUFFMAN - Vice President, STB Engineering, Home and Networks Mobility Business

KEVIN KEEFE - Vice President, Marketing, Access Networks Business, Home and Networks Mobility Business

KEITH KELLEY - Vice President, Business Development, Home and Networks Mobility Business

ANNE KENT - Vice President Sales France Telecom and Orange, Mobile Devices Business

KELLY KIRWAN - Vice President, North America, Focus Account Sales Team, Government and Public Safety, Enterprise Mobility Solutions Business

FREDERICK KITSON - Vice President, Strategy and Technology, Motorola Labs Applications, Content and Services Research Center Excellence

TONY KOBRINETZ - Vice President, WiMAX Infrastructure, Home and Networks Mobility Business

GARY KOERPER - Vice President, Platform Planning and Systems Architecture, Mobile Devices Business

MIKE KOTZIN - Vice President, Law, Engineering, Technical Staff

TED KOZLOWSKI - Vice President, Professional Commercial Radio Engineering, Government and Public Safety, Enterprise Mobility Solutions Business

JAY KREBS - Vice President, WiMAX Systems Engineering Architecture, Home and Networks Mobility Business

JENS KRISTIANSEN - Vice President, TETRA Engineering and Solutions, Government and Public Safety, Enterprise Mobility Solutions Business

MARK KROH - Vice President, Alternate Channel Partner Sales, Government and Public Safety, Enterprise Mobility Solutions Business

MICHAEL KRUTZ - Vice President, IMS Development and IP Core Engineering, Home and Networks Mobility Business

WALTER KWAWUK - Vice President, Finance, Tax, Asia, Corporate

KEVIN LAU - Vice President, Sales China Retail, Mobile Devices Business

PETER LEAV - Vice President, Sales Americas, Enterprise Mobility, Enterprise Mobility Solutions Business

C.P. LEE - Vice President, Human Resources, Asia Pacific Region

H.K. LEE - Vice President, Design Engineering, Home and Networks Mobility Business

KS LEE - Vice President, Integrated Supply Chain, Procurement, Mechanical Category

STEVE LEGOFF - Vice President, Mobile Computing Program Management, Enterprise Mobility, Enterprise Mobility Solutions Business

JYH-HAN LIN - Fellow, Technology, Mobile Devices Business

JOHN LOMBARDI - Vice President Sales Verizon, Mobile Devices Business

JEFF LUTZ - Vice President, Integrated Supply Chain, New Product Introduction, Engineering Operations

DARREN MARINO - Vice President, Business Development, Home and Networks Mobility Business

KELLY MARK - Vice President, Chief Executive Office, Chief of Staff

RAY MARTINO - Vice President, CTO, Symbol, Enterprise Mobility, Enterprise Mobility Solutions Business

ADOLPHO MASINI - Vice President, WiMAX Pdm and Nextnet Engineering and Operations, Home and Networks Mobility Business

ALAN MATHESON - Vice President, Global Test, Quality and Operations, Mobile Devices Business

IAN McCULLAGH - Vice President, Finance, EMEA

DARREN McQUEEN - Vice President, CDMA and Core PdM, Home and Networks Mobility Business

JIM MEARS - Vice President, General Manager, US Federal Government Market, Government and Public Safety, Enterprise Mobility Solutions Business

NAVIN MEHTA - Vice President, Application and Mobile TV, Home and Networks Mobility Business

JANN MELLMAN - Vice President, Strategy and Technology, Business Integrations

ZAFNER MERCHANT - Fellow, Technology, Mobile Devices Business

JAMES MICHEL - Vice President, Sales United Kingdom and Ireland, Mobile Devices Business

JEFF MILLER - Vice President, Sales AT&T, Mobile Devices Business

ANDREW MORLEY - Vice President, Marketing, EMEA Mobile Devices Business

MORRIS MOORE - Vice President, Strategy and Technology - Embedded Systems and Physical Sciences

PAUL MORONEY - Fellow, Technology, Home and Networks Mobility Business

MIKE MULLER - Vice President, Asia Pacific Sales, Enterprise Mobility, Enterprise Mobility Solutions Business

PATRICK MULLIGAN - Vice President, Sales Middle East and Africa, Mobile Devices Business

JOE MURPHY - Vice President, Human Resources, Global Security and Loss Prevention

RICK NEAL - Vice President, Strategy and Business Development, Government and Public Safety, Enterprise Mobility Solutions Business

STEPHAN NOLAN - Vice President, Sales Western Europe, Mobile Devices Business

ROBERT O'DEA - Fellow, Strategy and Technology, Labs [Appointed Vice President]

SHINJI OGURA - Vice President, Country Management, Japan, Home and Networks Mobility Business

DENNIS OLIS - Vice President, Finance, Products, Mobile Devices Business

MICHAEL ONYSTOK - Vice President, Global Quality, Chief Quality Officer, Government and Public Safety, Enterprise Mobility Solutions Business

SIMON PAINE - Vice President, Finance, Asia

DANIEL PAPALIA - Vice President, Sales Retail, MVNO and Distributors, Mobile Devices Business

WILLIAM PAYNE - Vice President, Networks Advanced Technologies, Home and Networks Mobility Business

MIKE PELLON - Vice President, Strategy and Technology, Standards

NICKIE PETRATOS - Vice President, Professional Commercial Radio and Subscriber Accessories Engineering, Government and Public Safety, Enterprise Mobility Solutions Business

TECK MOH PHEY - Vice President, General Manager Asia Pacific, Government and Public Safety, Enterprise Mobility Solutions Business

GARY PICARD - Vice President, Engineering, Home and Networks Mobility Business

RICHARD PITCEATHLY - Vice President, Law, Region Leader, EMEA

ERIC PRADIER - Vice President, Networks Services EMEA, Home and Networks Mobility Business

MIKE POLDINO - Vice President, ADC and RFID Product Marketing, Enterprise Mobility, Enterprise Mobility Solutions Business

AL QUINN - Vice President, ADC and RFID Engineering, Enterprise Mobility, Enterprise Mobility Solutions Business

CHUCK RAUCH - Vice President, ASTRO Solutions Engineering, Government and Public Safety, Enterprise Mobility Solutions Business

WILLIAM REINISCH - Vice President, Strategy and Technology, New Initiatives, Strategy, Corporate

BJORN REKTORLI - Vice President, Finance, Integrated Supply Chain, Global Manufacturing

JANET ROBINSON - Vice President, Integrated Supply Chain, Procurement, Home and Networks Mobility
LARRY ROBINSON - Vice President, STB Product Marketing, Home and Networks Mobility Business
TROY ROESSLEIN - Vice President, Integrated Supply Chain, Strategy and Transformation
MARTY ROGERS - Vice President, Human Resources, Integrated Supply Chain
OSCAR ROJAS - Vice President, Latin America and Caribbean Operations, Government and Public Safety, Enterprise Mobility Solutions Business
RALPH ROSA - Vice President, Mobile Computing Engineering, Enterprise Mobility, Enterprise Mobility Solutions Business
NORMAN ROSS - Vice President, Human Resources, Europe, Middle East, and Africa Region
ANDY ROZYLOWICZ - Vice President, Platform Messaging and Switching, Home and Networks Mobility Business
RASH SAHOTA - Vice President, Converged Multimedia Products and Platforms, Mobile Devices Business
BOB SANDERS - Vice President, ADC, Symbol, Enterprise Mobility, Enterprise Mobility Solutions Business
MEENAL SETHNA - Vice President, Finance, Controller, Government and Public Safety
SHEETAL SHAH - Vice President, Integrated Supply Chain, Business Operations and Planning
JODI SHAPIRO - Vice President, Law, Global Environmental Health and Safety, Corporate
SU MEI SHUM - Vice President, Law, South Asia/Pacific Region Leader, Corporate
LARRY SLOTNICK - Vice President, MOTOMAGX Platform Software, Mobile Devices Business
RON SOBON - Vice President, Finance, Controller Mobile Devices Business
ERICK SODERSTROM - Vice President, Marketing, Brand Marketing and Communications
GAYLA SORENSON - Vice President, Law, Home and Networks Mobility Business
CHARLES SOTO - Vice President, Information Technology, IT Build
JEFF SPAETH - Vice President, International Business Development, Government and Public Safety, Enterprise Mobility Solutions Business
KYLE SPAINHOUR - Vice President, Finance, Corporate Financial Planning and Analysis
PAUL STEINBERG - Fellow, Engineering, Technical Staff, Home and Networks Mobility Business
KEN STEWART - Fellow, Technology, Mobile Device Business
LAURA STIER - Vice President, Operator Sales East Asia, Mobile Devices Business
JOHN STRASSNER - Fellow, Strategy and Technology, Labs [Appointed Vice President]
LARRY STROHMAIER - Vice President, Information Technology, Application Run
RICHARD STROTT - Vice President, Integrated Supply Chain, Global Repair Operations
PAUL STRUHSACKER - Vice President, Silicon Technology, Mobile Devices Business

MIKE SURSOCK - Vice President, Global Retail Operations, Mobile Devices Business
MARCO SUSANI - Vice President, Global User Interaction and Digital Experience Design, Mobile Devices Business
LeeKing TAN - Vice President, Finance, Asia/Pacific, Corporate
BENG-HWEE TAY - Vice President, Information Technology, Global Applications Management Team
KENNETH M. (Neill) TAYLOR, JR., Vice President, Law, Enterprise Mobility
KEITH TEARE - Vice President, Engineering, Home and Networks Mobility Business
KEITH TENBROOK - Vice President, Engineering, Mobile Devices Business
MANUEL TORRES - Vice President, General Manager EMEA, Government and Public Safety, Enterprise Mobility Solutions Business
JOHN TRACY - Vice President, Finance, Controller Home and Networks Mobility Business
DAN TROUTMAN - Vice President, Product Development, Mobile Devices Business
YEN TSENG - Vice President, Networks Services and Applications Management, A/P, Home and Networks Mobility Business
KAMIL TUMA - Vice President, Sales Central and Eastern Europe, Mobile Devices Business
MIKE TWOMEY - Vice President, Integrated Supply Chain, Enterprise Mobility Solutions Business
MARK VALENTINE - Vice President, Finance, North America Mobile Devices Business
MARK VANDENBRINK - Fellow, Advanced Technology and Architecture, Mobile Devices Business
GLORIA VANDERHEIDEN - Vice President, Strategic Services and Risk Management, Mobile Devices Business
YVONNE VERSE - Vice President, Strategic Partnerships, Mobile Devices Business
PETE VIOHL - Vice President, Integrated Supply Chain, Manufacturing, Corporate
BRIAN VISCOUNT - Vice President, Mobility Computing Marketing, Enterprise Mobility, Enterprise Mobility Solutions Business
GEORGIA VLAMIS - Vice President, Law, Government and Public Safety
SUSAN WALDMAN - Vice President, Human Resources, Employee Relations Platform
MICHELLE WARNER - Vice President, Law, Transactions, Corporate
BILL WEEKS - Fellow, Advanced Technology, Home and Networks Mobility Business
GARY WEISS - Vice President, Mechanical Engineering, Mobile Devices Business
JOHN F. WELCH - Vice President, Government Relations, Government Relations Organization, Government and Public Safety, Enterprise Mobility Solutions Business
EILEEN WELLS - Vice President, Sprint Nextel Sales and Operations, Home and Networks Mobility Business
WAYNE WHITE - Vice President, General Consumer Services, Mobile Devices Business
BILL WILLIAMS - Vice President, Systems Integration and Services, Government and Public Safety, Enterprise Mobility Solutions Business
KATHY WINTER - Vice President, Product Software, Mobile Devices Business
KEVIN WIRICK - Vice President, Marketing, Home and Networks Mobility Business
CHRISTY WYATT - Vice President, Software Platforms and Ecosystem, Mobile

Devices Business

**KARNEY YAKMALIAN - Vice President, Integrated Supply Chain, Outsourcing
Procurement**

RAY YAM - Vice President, General Manager China, Mobile Devices Business

**JOSEPH YANG - Vice President, Law, North Asia/Pacific Region and Greater China
Leader, Corporate**

**DRINA YUE - Vice President, Products, BD and Operations, Home and Networks
Mobility Business**

PROPOSAL ACCEPTANCE
(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 08-4-214

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 355,059⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 6th DAY

OF March, 2008

Todd A. Shurz
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Trike-Cobrin
COOK COUNTY PURCHASING AGENT

Joseph M. Fiato
COOK COUNTY COMPTROLLER

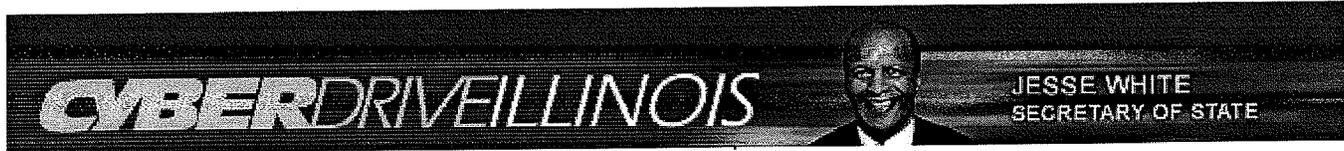
APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Frank J. O'Connell 7.30.08
ASSISTANT STATE'S ATTORNEY

SEP 03 2008

COM _____



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CORPORATION FILE DETAIL REPORT

Entity Name	MOTOROLA, INC.	File Number	50232859
Status	GOODSTANDING		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	05/04/1973	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	00/00/0000
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	GREGORY BROWN 1303 E ALGONQUIN ROAD SCHAUMBURG IL 60196
Agent City	CHICAGO	Secretary Name & Address	A PETER LAWSON 1303 EAST ALGONQUIN ROAD SCHAUMBURG 60196
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	05/12/2008	For Year	2008
Assumed Name	INACTIVE - AVONT INNOVATIONS		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



OFFICE OF THE STATE'S ATTORNEY
COOK COUNTY, ILLINOIS

RICHARD A. DEVINE
STATE'S ATTORNEY

500 RICHARD J. DALEY CENTER
CHICAGO, ILLINOIS 60602
AREA 312-603-5440

July 16, 2008

RECEIVED
OFFICE OF THE
PURCHASING AGENT

08 JUL 16 PM 1:40

Larry Hosty
Specification Engineer
Office of the Purchasing Agent
118 North Clark Street, Room 1018
Chicago, IL 60602

Re: Motorola, Inc.
Contract No. 08-41-214
SAO No. 08-177

Dear Mr. Hosty:

A final addendum has now been negotiated with the vendor for the above-referenced contract. Enclosed please find three original addenda executed by the vendor. Please remove the document entitled "Attachment One" originally submitted by the vendor in each copy of the contract and replace it with the addendum dated July 15, 2008. If you have any questions, please call me at ext. 6682.

Sincerely,

RICHARD A. DEVINE
State's Attorney of Cook County

By: 

Kathleen J. McKee
Assistant State's Attorney
Transactions and Health Law Section
(312) 603-6682

enc.

Cc: Jeff McCutchan, Supervisor, Transactions and Health Law Section

Purchase Requisition

Office of the Purchasing Agent
Cook County of Illinois

1-15-16

2-25-16

08-211-214

etc

Purchase Order Number

171632

Requisition # **OC 89878** Contract #

Open Date

Buyer Number 299999 TEAM LEAD MAILBOX

Bid/Sole Src Code SSV

Business Unit 2311401

Internal Req Number 02310002

Board Apr Date & Item

Requisition Date 1/14/2010

Date Needed 1/14/2010

Ship To: 8000934 Sheriff - Police Department

1401 S. Maybrook Drive MARY CAREY

Maywood IL 60153-2418 708-865-4802

Supplier: 817457 Morpho Trak Inc

1145 Broadway Site 200

Tacoma WA 98402

One Time Purchase Yes No Covers Need for _____ months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
--------	-----------------------	--------------	----------	-----	----------------	---------------	----------------------------------

1,000	928						
-------	-----	--	--	--	--	--	--

CHANGE ORDER NAME CHANGE AND ADDITIONAL ENCUMBRANCE < > YR 358,587.6700 2311401.540140

MAINTENANCE AND SUPPORT SOFTWARE AND HARDWARE AS PER CONTRACT

08-41-214, CONTRACT PERIOD 12/1/08 THRU 11/30/11, AUTHORIZED BY THE

COUNTY BOARD 3/6/08. AMOUNT AWARDED \$1,075,763.00, AMOUNT ENCUMBERED

ON PO#165784-\$358,587.67. AMOUNT TO ENCUMBER ON THIS PO-\$358,587.67.

BALANCE TO FOLLOW ON SEPARATE PO.

Total of Items Ordered 358,587.67

PO# 165784

BM

Approved

RECEIVED
OFFICE OF THE PURCHASING AGENT
PURCHASING ACCOUNT

10 JAN 14 PM 4:37

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

REQUISITIONER

Alveda Steverson

BUREAU or DEPARTMENT HEAD

ACCT #

DATE

BY



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
817457

Morpho Trak Inc
1145 Broadway Ste 200
Tacoma WA 98402

DATE
3/2/2010
F.O.B. POINT

PURCHASE ORDER NO.
171632 - 000- OP
REQUISITION NO.
00089878 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff - Police Department
1401 S. Maybrook Drive
Maywood IL 60153-2418

DELIVERY INSTRUCTIONS

MARY CAREY
4802

708-865-

DEPT NO

2311401

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER	
1.00	NAME CHANGE AND ADDITIONAL ENCUMBRANCE ADDITIONAL ENCUMBRANCE, RENEWAL MAINTENANCE AND SUPPORT, SOFTWARE AND HARDWARE, 152 LIVESCAN MACHINES, 155 MUG SHOT CAMERAS, 155 MUG SHOT PRINTERS, 144 FINGER PRINT PRINTERS AND 4 SERVERS AS PER CONTRACT 08-41-214 ORIGINALLY AUTHORIZED BY COUNTY BOARD 03/06/2008 RENEWAL AUTHORIZED BY COUNTY BOARD 01/13/2009 RENEWAL PERIOD 12/01/2008 THROUGH 11/30/2011 RENEWAL AMOUNT AUTHORIZED \$1,075,763.00 AMOUNT ENCUMBERED PO 165784 \$358,588.00 AMOUNT ENCUMBERED THIS PO \$358,587.67 BALANCE TO FOLLOW ON SEPARATE PO REQ023100021 Vendor Name now MorphoTrak, Inc. for this po & subsequent pos	.00	YR	358,587.6700	358,587.67	2311401.540140
***** Total Order *****				358,587.67		

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: _____

[Handwritten Signature] 3-3-10



MorphoTrak

SAFRAN Group

1250 N. Tustin Ave.
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 237-0050

November 23, 2009

ATT: Mary Carey
Cook County Sheriff's Department
50 W. Washington St, Room 107
Chicago, IL 60602-3002

Dear Ms. Mary Carey:

As recently announced, the planned acquisition by Sagem Sécurité of the Biometrics division of Motorola (also known as Printrak, a Motorola Company) came into effect on April 9, 2009. As a result, Sagem Morpho, Inc. acquired the assets of Motorola's Printrak Biometric division and subsequently changed its corporate name to MorphoTrak, Inc. on April 13, 2009. In completing the transaction, MorphoTrak's shares were transferred internally within the Safran group making MorphoTrak a wholly owned subsidiary of Safran USA.

MorphoTrak will be operating two divisions, a Morpho division based in Tacoma, WA and a Printrak division based in Anaheim, CA. Both divisions will continue to support their customers as in the past. Both divisions will continue to provide maintenance and the required extensions or upgrades to their systems.

I want to emphasize that this change in name implies no change whatsoever in the level of commitment of the new MorphoTrak towards customers of the former Printrak, a Motorola Company. To be clear, MorphoTrak will be maintaining the same contractual relationships and obligations of the former company.

Attached is an Information Guide with pertinent data that will help you with this transition.

We are excited at the prospect of bringing additional value to you as a customer. As a consolidated MorphoTrak organization, we will continue to support the operation and evolutions of your installed systems.

Please feel free to contact me with any questions.

Sincerely,

Andy Sandoval
Contracts Administration Manager
MorphoTrak, Inc.



MorphoTrak

SAFRAN Group

1250 N. Tustin Ave.
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 237-0050

INFORMATION GUIDE

MorphoTrak's FEIN, DUNS Numbers

FEIN 33-0154789
DUNS 14-855-3712

Trade References

Scansource

4050 East Cotton Blvd
Phoenix, AZ 85040
(800) 861-9604
(602) 437-1910 Fax

Bacon Industries

192 Pleasant Street
Watertown, MA 02472
(617) 926-2550
(617) 926-2022 Fax

Arrow Electronic Inc

6675 Parkland Blvd
Solon, OH 44139
(440) 498-6700

Purchase Orders

Please continue to send your purchase orders to:
1250 N. Tustin Ave.
Anaheim, CA 92807

Remit Address

The new remit to address is:
1145 Broadway, Suite 200
Tacoma, WA 98402

Customer Support Requests

All customer support requests should continue to be logged with the Printrak Division Customer Support Center at (800) 734-6241, cscenter@printrak.com.

OFFICE OF THE SHERIFF
POLICE DEPARTMENT continued

CONTRACT RENEWAL

ITEM #49

APPROVED AS AMENDED

Transmitting a Communication, dated November 25, 2008 from

THOMAS J. DART, Sheriff of Cook County

by

WILLIAM T. MCHENRY, Chief of Police, Cook County Sheriff's Police Department

requesting authorization for the Purchasing Agent to renew Contract No. 08-41-214 with Motorola, Inc., Anaheim, California, for maintenance of 152 live scan machines, 155 mug shot cameras, 145 mug shot printers, 144 finger print printers, and 4 servers for the Criminal Apprehension Booking System (CABS) Inc.

Reason: Motorola, Inc. is the only provider of hardware and software support for the computer equipment in the CABS unit.

Estimated Fiscal Impact: \$1,075,763.00 (FY 2009: \$358,588.00; FY 2010: \$358,587.50; and FY 2011: \$358,587.50). Contract period: December 1, 2008 through November 30, 2011. (231-440 Account). Requisition No. 92310001.

Approval of this item would commit Fiscal Year 2009, 2010 and 2011 funds.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Vendor has met the Minority and Women Business Enterprise Ordinance.

OFFICE OF THE SHERIFF
DEPARTMENT OF WOMEN'S JUSTICE SERVICES

CONTRACT RENEWALS

ITEM #50

APPROVED

Transmitting a Communication, dated November 25, 2008 from

THOMAS J. DART, Sheriff of Cook County

by

TERRIE McDERMOTT, Executive Director, Department of Women's Justice Services

requesting authorization for the Purchasing Agent to renew Contract No. 08-41-209 with McDermott Center d/b/a Haymarket Center, Chicago, Illinois, for substance abuse treatment for pregnant and post natal detainees in the MOM's Program.

Reason: The McDermott Center was selected through a Request for Proposal (RFP) and was approved by the County Board on March 6, 2008. The original contract provided for two (2) one-year renewal options. This is the first renewal option for this contract.

Estimated Fiscal Impact: \$571,444.00. Contract period: March 1, 2009 through February 28, 2010. (212-298 Account). Requisition No. 92120001.

Approval of this item would commit Fiscal Year 2009 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

* * * * *

RETURN
PER CARMEN
TRICHE



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

THIS DOES NOT
REQUIRE BOARD APPROVAL

To: ALEXIS HERRERA

Date JAN 20, 2010

Dept: COOK County SHERIFF'S DEPT

Internal Reg. No. 02310002

System Req. No. 89878

Purchase Order No. _____

The attached requisition is being returned for the following reason(s). Please address the reason(s) indicated and return (if appropriate) in order for us to continue processing. A highlighted reason indicates the primary cause of return.

THE ATTACHED REQUISITION AND FUTURE REQUISITIONS MUST ADDRESS ALL OF THE REASONS BELOW IN ORDER TO PRECLUDE THEIR BEING RETURNED.

- _____ Please resubmit with requirements/specification(s) in the body of requisition and not "as per attached" if this is a quotation type transaction and not a formal bid/contract.
- _____ Please check with the Central Services Print Shop regarding the work and return for bidding by Purchasing in the event they are unable to accommodate your need.
- _____ Returning/canceling per the request of _____
- _____ Requisition must be typed in its entirety _____
- _____ Please begin description(s) with a noun generic to/descriptive of the commodity.
- _____ Please utilize the **Balance on Hand, Unit of Measure, Quantity, Est. Unit Cost and Est. Extended Cost** columns. Indicate a total. This information should mirror the fashion in which vendor will quote/invoice.
- _____ Please define the **Unit of Measure** in the description, i. e. a "case" equal 12 bottles of 6 ounces each and a "carton" equals 12 rolls of 250 sheets each.
- _____ Please resubmit with vendor's original proposal. Must be signed by vendor if less than \$25m.
- _____ Returning at the direction of Budget Director. Incorrect account number.
- _____ Provide Social Security/Federal Employers Identification Number of vendor for emergency number (E#) and sole source requests under \$25m.
- _____ Returning at the direction of the Budget Dept. Dept/Acct. not found or insufficient funds.
- _____ Need vendor's original invoice



89878-02310002

Letter of justification must report why this need could not be anticipated and the regular bidding process followed. You must also advise why you chose the specific vendor. In the event you are awaiting a Purchase Order from Purchasing, advise the requisition number and the date submitted to Purchasing. If there are other particulars which would reveal the current status or what is delaying a transaction, please advise. E#'s are not be used for what is likely to be a continuing need.

Justification letter must report why you chose the specific vendor.

Indicate vendor's invoice number and date of invoice on the requisition.

Appears to be an unauthorized purchase. Why did you not call for an E#?

Please provide the names of at least three prospective bidders able to meet your specifications.

Please provide letter of justification for sole source.

An item of this nature must be signed-off by the Dept/Agency Head.

Please advise prior **Contract Number** and the **Expiration Date**.

Please indicate "date to be delivered" in the space provided. Date should be the same as date needed, not "A.S.A.P."

Please remove information in the decription area which is not necessary for the prospective bidder to quote your need.

Provide the period of time in which you require these goods/services.

Please indicate if the nature of this request is a "one-time need" or is/will be a continuing need.

Vendor billing reflects sales tax. You must obtain an original corrected vendor's invoice. Sales tax exemption letter is attached.

An item of this nature can be bid. Please resubmit with specification and (if appropriate) samples.

Please provide your specification(s) and special conditions.

Tendor Note Items are to be sent first to the Budget Department. Budget will forward to Purchasing.

FMIS system reports this requisition has been placed on budget hold.

Combine and resubmit with date of Board authorization.

~~###~~ Other: NAME CHANGE REQUIRES County Board Approval. On 3-6-08

THE County Board APPROVED TO ENTER INTO A CONTRACT WITH MOTOROLA, NOT MORPNO TRAK INC. PLEASE ADVISE BOARD

Please return this letter with the resubmitted requisition.

APPROVAL DATE, ~~###~~ ITEM NUMBER AND RESUBMIT

FOR PROCESSING

By: [Signature]

Title: P.A.