

CONTRACT FOR SERVICE

DOCUMENT NO. 12-90-167



**MAINTENANCE OF RADIO EQUIPMENT
FOR
COOK COUNTY OFFICE OF SHERIFF'S DEPARTMENT**

WITH: MOTOROLA SOLUTIONS

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 14 2012

COM_____

REQ# 102253

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Motorola Solutions**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring goods for the **Cook County Sheriff's Office**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires Maintenance of Radio Equipment.

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Goods" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

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

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A" MOTOROLA PRICING AND STATEMENTS OF WORK

II. CONTRACT PERIOD

This Contract shall be effective for three (3) years after proper execution of the contract documents by the County for the term of November 14, 2012 through November 13, 2015.

III. PAYMENT

In no case shall such charges exceed the amount of **\$6,452,285.04**. 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, and is incorporated herein by this reference.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. **EXHIBIT A** –PRICING PROPOSAL AND MOTOROLA STATEMENTS OF WORK
2. **EXHIBIT B** - MOTOROLA SUPPLEMENTAL TERMS AND CONDITIONS FOR SERVICES
3. **EXHIBIT C** – MOTOROLA EQUIPMENT AND PARTS PURCHASE SUPPLEMENTAL TERMS AND CONDITIONS
4. **EXHIBIT D** – BOARD APPROVAL LETTER
5. **EXHIBIT E**- MBE/WBE UTILIZATION PLAN

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict 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.

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 12-90-167 for Maintenance Services for Radio Equipment for Cook County Sheriff's Office, 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.	YEAR	1	ANNUAL MAINTENANCE FOR SERVICES FOR RADIO EQUIPMENT FOR YEAR 2012-2013 AS PER EXHIBIT "A" HEREIN. <u>\$ 1,957,723.04/ TOTAL</u>
2.	YEAR	1	ANNUAL MAINTENANCE FOR SERVICES FOR RADIO EQUIPMENT FOR YEAR 2013-2014 AS PER EXHIBIT "A" HEREIN. <u>\$ 2,236,295.36/ TOTAL</u>
3.	YEAR	1	ANNUAL MAINTENANCE FOR SERVICES FOR RADIO EQUIPMENT FOR YEAR 2014-2015 AS PER EXHIBIT "A" HEREIN. <u>\$ 2,258,266.64/ TOTAL</u>

GRAND TOTAL: \$ 6,452,285.04

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GENERAL CONDITIONS

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 advance written approval of the Chief Procurement Officer which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. 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 Chief Procurement Officer any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with the County offices other than the Chief Procurement Officer. 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 Chief Procurement Officer upon request.

Excluding suppliers and materialmen, 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 solely in connection to the Matter, as well as the relationship and the total amount of 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 may 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 qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the 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 the 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 REQUIREMENTS

[Intentionally Omitted]. The insurance requirements set forth in Exhibit B shall apply to this contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and 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 Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or provided in a manner which does not meet Contract requirements. Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverable 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 shall indemnify 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 from or attributable to any third party claims alleging negligent acts and negligent omissions of the Contractor, its agents, employees, contractors, subcontractors of the Contractor. The Contractor expressly understands and agrees that any 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. This indemnity shall not apply to the acts and omissions (negligent or otherwise) of the County or other parties. Except in case of personal injury or death, Contractor will be responsible for direct and not "indirect" damages.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. The Contractor must submit itemized records indicating the dates or time period in which the services being invoiced were provided, a detailed description of the Deliverables for each such date the services were provided and the amount of time spent performing work on each such date 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 requirement of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or 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 thirty (30) 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 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

[Intentionally Omitted]

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 report any such credits to the Chief Procurement Officer.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director of the Using Department.. 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 Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies; if no decision is made within (60) days

following notification to the Chief Procurement Officer of a dispute, Contractor reserves the right to file any action prior to the issuance of the Chief Procurement Officer's decision only if necessary to preserve its legal claim. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. 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 thirty (30) 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 term or condition 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 the County to give written notice of the breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such a breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within thirty (30) days after written notice of breach 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 thirty (30) 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 thirty (30) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract providing, 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 provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to the Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the operation 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 unless such delay or hinderance is caused by gross, wanton, or deliberate negligence of the County.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may 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. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than \$150,000 and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than \$150,000 or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

All software provided by Motorola pursuant to this Contract shall be subject to Motorola's Software License Agreement entered into between parties, 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 cost 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 and 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 functional 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 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 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 Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which are directly applicable to its performance of services under the Contract, including but not limited to any Contractor requirements that are set forth in any grant that is being used to fund this Contract and 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 CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

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 sub-contractors, 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, consulting service and sole source contracts and agreements MBE's and WBE's.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBE's and /or WBE's; by subcontracting a portion of the work to one or more MBE'S or WBE's; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by indirect participation of MBE's or WBE's in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts", to obtain goals.
- D. A Proposer's failure to carry out its commitments in the course of performance on a contract 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 remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive of the Ordinance, a Proposer shall submit items A, B, and C Listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contact non-responsive to the Ordinance and goals may be rejected.

A. MBE/WBE Utilization Plan

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

- 1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE ; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the proposed contract. (See Section I)

1. A **Letter(s) of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services; the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and MBE/WBE. (See Exhibit II)
2. Current **Letter(s) of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: County of Cook, Illinois Unified Certification Program (IUCP) and U.S. Small Business Administration (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal Document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the grounds that it does not meet the County's definition of MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a letter from the OFCCP, the Proposer shall submit a written report of the inclusion of minority and women and professionals in the workforce of their company.

III. NON-COMPLIANCE

Where the County determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance as established by the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a Contract, the Proposer is responsible for acquiring all necessary Office of the Compliance Contract reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter).

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The sub-contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance request payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts**; monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

Shannon Andrews
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street-Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 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 Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make 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

The Contractor shall provide the Chief Procurement Officer and Director of the using Departments 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 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 a official police record. The report submitted to the County shall indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES

Contractor shall confer with the Director of the Using Departments to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all 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 its 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 cause or permit condition that endangers the safety of others and shall not load or permit any part of the structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE

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, 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 Chief Procurement Officer. The County shall not have the right to terminate for convenience if the Contractor has given the County a notice of default and such default has not been cured.

GC-25 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, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Cook Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

TO THE CONTRACTOR:

At address provided on the Execution pages or as otherwise indicated in writing to the Chief Procurement Officer 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."

Motorola Solutions, Inc. – Law Department
Attn.: Commercial Counsel
1303 E. Algonquin Rd., IL01-8-10N
Schaumburg, IL 60196

GC-26 GUARANTEES AND WARRANTIES

The Contractor warrants that its services under this Contract will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed. In the event of a breach of this warranty, County's sole remedy is to require Contractor to re-perform the non-conforming service or to refund, on a pro-rata basis, fees paid for the non-conforming service. CONTRACT DISCLAIMS ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

Consistent with Contractor's commercial practices, some parts, modules, and components used in the manufacturing process may be used or contain used or reconditioned materials. Contractor warrants that any end products, and any parts, modules, and components contained in these products will perform as if new, and the Contractor will replace any defective materials or parts, whether new or used, within the applicable stated warranty period. No parts, modules or components shall be of age or condition as to impair their performance, usefulness and safety.

GC-28 DELIVERY

All Deliverables 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 Deliverables 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 appropriate total Contract amount and may not be actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease the 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 Chief Procurement Officer.

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

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the County marked as "Confidential" under this Contract will remain Contractor's property, will be deemed proprietary, will be kept confidential and will promptly be returned at Contractor's request. Notwithstanding anything to the contrary herein and except as required by applicable law, including but not limited to the Illinois Freedom of Information Act, Contractor shall not be obligated to create or maintain records not created or maintained in the ordinary course of its business, nor shall Contractor be obligated to disclose any information it deems, in good faith after due inquiry, to be confidential or proprietary, including but not limited to Contractor cost data or employee records. The terms of this Contract or any pricing data therein shall not be considered Confidential.

This Contract does not grant directly or by implication, estoppels, or otherwise, any ownership right or license under Motorola patent, copyright, trade secret, or other intellectual property created as a result of or related to the Equipment sold or Services performed under this Contract.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, 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-33 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.

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 cost 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 this Agreement through a sub-contract with a related organization involving a value of cost of \$10,000.00 or more over a 12-month period, Contractor will cause such sub-contract to contain a clause to the effect that, until expiration of four years after furnishing of any service pursuant to said sub-contract, 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 sub-contract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such cost. 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.

The County shall have the right to inspect certain of Contractor's books and records for the purpose of verifying performance in accordance with the terms of the Contract. The County's inspection shall be for the verification of shipment to invoice quantities, shipment receipts, and service invoices and receipts. After the County provides 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, the Contractor shall provide copies of the specific documents to the County's location for review.

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

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 and 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 PARY BENEFICIARIES

The Contractor and its employees, agents and sub-contractors 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 sub-contractors 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 of principal and agent or of partnership or of joint venture 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.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without

limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

Patent and rights in data requirements only apply to research projects in which the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. Motorola software is developed at private expense for use in the commercial market place. Motorola software is considered confidential/propriety and is protected by the software license agreement. Any and all intellectual property rights are expressly limited by the provisions set forth in the software license agreement.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been

obtained; and

- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

Patent and rights in data requirements only apply to research projects in which the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. Motorola software is developed at private expense for use in the commercial market place. Motorola software is considered confidential/propriety and is protected by the software license agreement. Any and all intellectual property rights are expressly limited by the provisions set forth in the software license agreement.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring

federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

In no event shall Contractor be obligated to create or maintain documents not kept in the ordinary course of business nor shall Contractor be obligated to disclose any documents or information it deems, upon good faith and after due inquiry, to be confidential or proprietary.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference – U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government. Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

None of the work under this contract is intended to be a creation of works for hire by Contractor on behalf of the County.

For purposes of this contract, "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the equipment and software, including those created or produced by Contractor under this contract and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the software whether made by Contractor or another party.

Contractor, the third party manufacturer of any equipment, and the copyright owner of any non-Motorola software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this contract is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to County the Equipment, Software, or related services remain vested exclusively in Contractor, and this contract does not grant to County or any other third party, including but not limited to the government of the United States of America, any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Contractor does not grant to County or the government of the United States of America, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contractor reviewed the Davis Bacon Act and determined that Contractor will not be performing any work under the contract to which the Davis Bacon Act would apply. Therefore, the Davis Bacon Act is not applicable to Contractor's performance under the contract.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-42 NON-APPROPRIATION

If this contract is a multi-year contract, the following provision applies: In the event grant funds are exhausted, or funds are not appropriated by the County Board, or there is a change in services or Departmental funding for services or supplies which results in the elimination of the services or supplies which are the subject of the contract, this Contract shall be cancelled without penalty to, or further payment being required by the County. The County shall give the Contractor notice of failure of funding or change in services as soon as practicable after the County becomes aware of the failure of funding. The County's obligation to perform shall cease immediately upon receipt of notice by the Contractor of lack of appropriated funds, and the contract shall be subject to immediate termination. The Contract shall also be subject to immediate termination or cancellation at any time when there are insufficient authorized funds lawfully available to the County to meet such obligation.

END OF SECTION

EXHIBIT "A"

MOTOROLA'S STATEMENTS OF WORK

FOR ANNUAL MAINTENANCE FOR
SERVICES OF RADIO EQUIPMENT

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Infrastructure Repair with Adv Replacement	\$274,337.04	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42
Dispatch Service	\$25,607.44	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62
Network Monitoring Service	\$71,033.76	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48
Technical Support	\$21,953.12	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26
Network Preventative Maintenance	\$52,052.40	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70
UPS Maintenance	\$88,586.96	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83
Generator Maintenance	\$62,646.60	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55
VHF & UHF System	\$100,116.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00
HVAC Maintenance	\$83,796.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00
Microwave Services	\$81,988.00	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66
Local Infrastructure Repair	\$285,791.04	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00
Onsite Infrastructure Response	\$200,000.00	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92
Items not covered by warranty (Batteries, Physical damage, etc)	\$1,938,722.04	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44
Radio Repair Service (Subscribers)	\$190,679.88	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99	\$15,889.99
Legacy Subscriber Repair - Local	\$47,232.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00
Pick Up & Del (4328)	\$54,013.44	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12
Point to Point	\$5,082.00	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50
VHF & UHF System	\$106,341.36	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78
Microwave Phase 2	\$130,813.08	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09
SSA on New Sub (3192)	\$53,840.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00
TOTAL	\$1,938,722.04	\$49,833.48																

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Infrastructure Repair with Adv Replacement	\$214,337.04	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42
Dispatch Service	\$25,607.44	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62
Network Monitoring Service	\$71,033.76	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48
Technical Support	\$21,953.12	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26	\$1,830.26
Network Preventative Maintenance	\$52,052.40	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70
UPS Maintenance	\$88,586.96	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83
Generator Maintenance	\$62,646.60	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55
VHF & UHF System	\$100,116.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00
HVAC Maintenance	\$83,796.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00
Microwave Services	\$81,988.00	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66
Local Infrastructure Repair	\$285,791.04	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00
Onsite Infrastructure Response	\$200,000.00	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92
Items not covered by warranty (Batteries, Physical damage, etc)	\$1,938,722.04	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44
Radio Repair Service (Subscribers)*	\$469,252.20	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35	\$39,104.35
Legacy Subscriber Repair - Local	\$47,232.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00
Pick Up & Del (4328)	\$54,013.44	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12
Point to Point	\$5,082.00	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50
VHF & UHF System	\$106,341.36	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78
Microwave Phase 2	\$130,813.08	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09
SSA on New Sub (3192)	\$53,840.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00
TOTAL	\$2,239,288.36	\$73,047.84															

*Adding Qty 3482 subscribers to Radio Repair Service in 2013

	2014-2015	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun
Infrastructure Repair with Adv Replacement													
Dispatch Service	\$214,337.04	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42	\$17,861.42
Network Monitoring Service	\$25,507.44	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62	\$2,125.62
Technical Support	\$71,033.76	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48	\$5,919.48
Proactive Maintenance	\$52,952.40	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70	\$4,337.70
LPS Maintenance	\$98,596.96	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83	\$8,215.83
Generator Maintenance	\$62,646.60	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55	\$5,220.55
HVAC Maintenance	\$100,116.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00	\$8,343.00
Site Maintenance	\$83,796.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00	\$6,983.00
Microwave Services	\$81,898.00	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66	\$5,166.66
Local Infrastructure Repair	\$285,791.04	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00	\$6,824.00
Onsite Infrastructure Response	\$200,000.00	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92	\$23,815.92
Items not covered by warranty (Batteries, Physical damage, etc)	\$1,359,723.28	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44	\$96,643.44
Radio Repair Service (Subscribers) **	\$491,223.48	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29	\$40,935.29
Legacy Subscriber Repair - Local	\$47,232.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00	\$3,936.00
Pick Up & Del (4328)	\$54,013.44	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12	\$4,501.12
Point to Point	\$5,092.00	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50	\$423.50
VHF & UHF System	\$106,341.36	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78	\$8,861.78
Microwave Phase 2	\$130,813.08	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09	\$10,901.09
SSA on New Subr (3192)	\$63,840.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00	\$5,320.00
TOTAL	\$2,259,295.54	\$74,976.78											

**Adding Qty 341 subscribers to Radio Repair Service in 2014

2012-2013	\$ 1,957,723.04
2013-2014	\$ 2,296,295.54
2014-2015	\$ 2,259,295.54
Total	\$ 6,452,285.04

Accessory List Price

Part Number	Item Discription	List Price
NNTN8092	IMPRES Lilon 2300mAh Submersible (Delta T)Battery - Ruggedized (FM)	\$140.0
PMNN4403	IMPRES Lilon 2150mAh "Slim" (IP67) Battery	\$125.0
NNTN7038	IMPRES Lilon 2900mAh Submersible (IP67) Battery	\$140.0
NNTN7037	IMPRES NiMH 2100mAh Submersible (IP67) Battery	\$125.0
NNTN7573	IMPRES NiMH 2100mAh Submersible (Delta T) Battery - Ruggedized	\$130.0
NNTN7036	IMPRES NiMH 2000mAh Submersible (IP67) Battery - Intrinsically Safe (FM)	\$142.0
NNTN7035	IMPRES NiMH 2000mAh Submersible (Delta T) Battery - Intrinsically Safe (FM) and Ruggedized	\$147.0
NNTN7034	IMPRES Li-Ion 4200mAh Submersible (IP67) Battery	\$160.0
NNTN7033	IMPRES Li-Ion FM 4100mAh Submersible (IP67) Battery	\$175.0
NNTN7593	Dual Unit Display Charger	\$375.0
WPLN7080	IMPRES Single Unit Charger	\$125.0
NNTN7065	IMPRES Multi Unit Charger, Non-Display	\$788.0
NNTN7073	IMPRES Multi Unit Charger with Displays	\$1,350.0
NNTN7586	IMPRES Dual-Unit Charger, no Display	\$295.0
NNTN7624	Impres Vehicular Platform Charger (VPC-Full Install Kit)	\$390.0
NNTN7687	Battery Insert for Single Unit Charger	\$14.3
NNTN7686	Battery Insert for Multi Unit Charger	\$72.0
RLN6434	Travel Charger	\$72.0
NNTN7676	IMPRES Battery Fleet Management Software	\$10.0
NNTN7677	Multi-Unit Charger Interface Unit - Data transfer to IMPRES Battery Fleet Management	\$80.0
NNTN8045	Single-Unit charger Interface Unit - Data transfer to IMPRES Battery Fleet Management	\$35.0
NNTN7392	IMPRES Battery Reader	\$250.0
PMMN4065	Standard Large Windporting RSM, IP57	\$97.0
PMMN4069	IMPRES RSM, 3.5mm Jack, IP55	\$110.0
PMMN4062	IMPRES Remote Speaker Microphone, Noise Cancelling, 35.mm audio jack, IP54	\$107.0
PMMN4061	IMPRES Public Safety Microphone - 30 inch cable, IP55	\$164.0
PMMN4060	IMPRES Public Safety Microphone - 24 inch cable, IP55	\$164.0
PMMN4059	IMPRES Public Safety Microphone - 18 inch cable, IP55	\$164.0
NNTN8203A	XE RSM	\$335.0
RLN4941	Receive Only Earpiece with Translucent Tube 3.5mm NonThreaded	\$58.0
AARLN4885	Receive Only Earbud 3.5mm NonThreaded	\$25.0
WADN4190	Receive Only Over the Ear Flexible Earpiece 3.5mm NonThreaded	\$43.0
PMLN4620	Receive-Only D-Shell Earpiece 3.5mm NonThreaded	\$19.0
HMN4104	IMPRES Display Submersible RSM w/jack & Channel Selector, Delta-T	\$375.0
HMN4103	IMPRES Display RSM w/Jack no Channel, Delta-T	\$345.0
HMN4101	IMPRES RSM w/Jack no Channel no display, Delta-T	\$300.0
RMN5116	Boomless Temple Transducer Accessory	\$248.0
RLN6424	Receive_only Earpiece with Translucent tube	\$71.5
PMLN5275	Heavy Duty Headset	\$485.0
RMN5058	Lightweight Headset	\$99.0
PMLN5101	IMPRES Temple Transducer	\$228.0
NTN2570	Mission Critical Wireless Earpiece with 280 mm Cord	\$295.0
NTN2573	Mission Critical Wireless Earpiece with 190 mm Cord	\$295.0
NTN2571	Wireless Push-To-Talk Pod	\$139.0
RLN5878	Receive Only Surveillance Kit, Black	\$40.0
RLN5879	Receive Only Surveillance Kit, Beige	\$40.0
RLN5880	IMPRES 2 Wire Surveillance Kit, Black	\$105.0

Accessory List Price

RLN5881	IMPRES 2 Wire Surveillance Kit, Beige	\$105.0
RLN5882	IMPRES 2 Wire Surveillance Kit with Translucent Tube, Black	\$122.0
RLN5883	IMPRES 2 Wire Surveillance Kit with Translucent Tube, Beige	\$122.0
PMLN5111	IMPRES 3 Wire Surveillance Kit with Translucent Tube, Black	\$173.0
PMLN5112	IMPRES 3 Wire Surveillance Kit with Translucent Tube, Beige	\$173.0
RLN4760	Small Custom Earpiece, Right Ear, for Surveillance Kits	\$20.5
RLN4761	Medium Custom Earpiece, Right Ear, for Surveillance Kits	\$20.5
RLN4762	Large Custom Earpiece, Right Ear, for Surveillance Kits	\$20.5
RLN4763	Small Custom Earpiece, Left Ear, for Surveillance Kits	\$20.5
RLN4764	Medium Custom Earpiece Left Ear, for Surveillance Kits	\$20.5
RLN4765	Large Custom Earpiece, Left Ear, for Surveillance Kits	\$20.5
RLN5886	Low Noise Kit	\$20.0
RLN5887	High Noise Kit	\$32.0
NTN8266	2.5" Belt Clip	\$12.0
HLN6875	3" Belt Clip	\$12.0
PMLN5407	2.5" Replacement Swivel Belt Loop	\$12.0
PMLN5408	2.75" Replacement Swivel Belt Loop	\$12.0
PMLN5409	3" Replacement Swivel Belt Loop	\$12.0
NTN5243	Shoulder Strap (attaches to D-rings on carry case)	\$23.0
4200865599	1.75" Leather Belt	\$20.0
NTN9179	Leather Swivel Belt Loop and D-clip Converts Universal Carry Holder to a Swivel Carry Holder	\$42.0
PMLN5720	Carry Case Strap with Snaps	\$20.0
PMLN5709	Universal Carry Holder	\$29.0
PMLN5658	Leather Carry Case with 3" fixed belt loop works with NNTN7038, PMMN4403, NNTN8092	\$67.0
PMLN5657	Leather Carry Case with 2.75" swivel belt loop for NNTN7038, PMMN4403, NNTN8092	\$65.0
PMLN5660	Leather Carry Case with 3 " fixed belt loop for NNTN7033, NNTN7034	\$69.0
PMLN5659	Leather Carry Case with 2.75" fixed belt loop for NNTN7033, NNTN7034	\$67.0
PMLN5331	Universal Carry Holder	\$29.0
PMLN5323	Leather Carry Case with 3" fixed belt loop for NNTN7038, PMMN4403, NNTN8092	\$67.0
PMLN5329	Leather Carry Case with 3" fixed belt loop for NNTN7037, NNTN7036, NNTN7035, NNTN7573	\$69.0
PMLN5326	Leather Carry Case with 3 " fixed belt loop for NNTN7033, NNTN7034	\$69.0
PMLN5324	Leather Carry Case with 2.75" fixed belt loop for NNTN7038, PMMN4403, NNTN8092	\$65.0
PMLN5327	Leather Carry Case with 2.75" swivel belt loop for NNTN7033, NNTN7034	\$67.0
PMLN5330	Leather Carry Case with 2.75" swivel belt loop for NNTN7035, NNTN7036, NNTN7037,	\$67.0
PMLN5322	Nylon Carry Case with 3" fixed belt loop for NNTN7038, PMMN4403, NNTN8092	\$47.0
PMLN5325	Nylon Carry Case with 3 " fixed belt loop for NNTN7033, NNTN7034	\$50.0
PMLN5328	Nylon Carry Case with 3" fixed belt loop for NNTN7037, NNTN7036, NNTN7035, NNTN7573	\$49.0
PMLN5560	APX 7000 Dual Display Portable Leather Flip Carry Case for NNTN7038, PMMN4403, NNTN8092	\$75.0
NNTN8111	Leather Carry Case with 2.75" swivel belt loop for NNTN7038, PMMN4403, NNTN8092	\$65.0
NNTN8113	Leather Carry Case with 2.75" swivel belt loop for NNTN7033, NNTN7034	\$65.0
NNTN8115	Leather Carry Case with 2.75" swivel belt loop for NNTN7035, NNTN7036, NNTN7037,	\$65.0
NNTN8112	Leather Carry Case with 3" fixed belt loop for NNTN7038, PMMN4403, NNTN8092	\$62.0
NNTN8114	Leather Carry Case with 3" fixed belt loop for NNTN7033, NNTN7034	\$62.0
NNTN8116	Leather Carry Case with 3" fixed belt loop for NNTN7037, NNTN7036, NNTN7035, NNTN7573	\$62.0
WPLN6904	KEYLOAD CABLE FOR APX7000	\$110.0
3060665A04	AC LINE CORD 3 WR 110V	\$19.0
3064153H02	ASSEMBLY,CABLE,SHIELDED	\$35.0
GLN7278B	PTT FOOTSWITCH (XTL)	\$79.0

Accessory List Price

H1336B	SPECTRA SIREN/PA	\$637.0
H1338A	SPECTRA C9 8 STS/MSG	\$475.0
H1339A	SPECTRA C9 8 STS/8 MSG	\$650.0
H1615A	SYS 9000 MODE 1-8	\$150.0
HAD4006A	UNITY GAIN ANTENNA QUARTERWAVE VHF 136-144 - ROOF MOUNT	\$19.5
HAD4007A	UNITY GAIN ANTENNA QUARTERWAVE VHF 144-150.8 - ROOF MOUNT	\$19.5
HAD4008A	UNITY GAIN ANTENNA QUARTERWAVE VHF 150.8-162 - ROOF MOUNT	\$19.5
HAD4009A	UNITY GAIN ANTENNA QUARTERWAVE VHF 162-174 - ROOF MOUNT	\$19.5
HAD4016A	ANT ROOF MT WB VHF 136/162	\$47.8
HAD4017A	ANT ROOF MT WB VHF 146/174	\$50.3
HAD4021A	VHF ANT WIDEBAND 136-174 MHZ	\$60.0
HAD4022A	ANTENNA 132-174 3DB GAIN	\$65.5
HAE4003A	UNITY GAIN ANTENNA UHF 450-470 QUARTERWAVE - ROOF MOUNT	\$21.5
HAE4004A	UNITY GAIN ANTENNA UHF 470-512 QUARTERWAVE - ROOF MOUNT	\$21.5
HAE4011A	ANTENNA ROOF TOP 3.5DB UHF	\$77.5
HAE4012A	ANT ROOF TOP 3.5 dB 470-495 MHz	\$77.5
HAE4013A	ANT ROOF TOP 3.5 dB 494-512 MHz	\$72.0
HAE6010A	ANT 3.5DB GAIN 380-433MHZ	\$63.0
HAE6011A	ANT 5.0DB GAIN 380-433MHZ	\$63.0
HAE6012A	UNITY GAIN ANTENNA UHF 380-433 QUARTERWAVE - ROOF MOUNT	\$23.0
HAE6013A	ANT WIDEBAND 2.0DB GAIN 380-470 MHZ	\$60.3
HAE6014A	ANT MCYCLE 1/4WAVE WHIP 380-433 MHZ	\$29.0
HAE6015A	ANT 2DB WIDEBAND 450-520 MHZ	\$65.0
HAE6016A	ANT LOW PROFILE 450-512 MHZ	\$120.0
HAF4013A	ANT 762-870 MHZ 3DB STUBBY THRU HOLE MU	\$43.0
HAF4014A	ANT 3DB ELEVATED FEED 762-870	\$75.0
HAF4015A	ANT 3DB MCYCLE 762-870MHZ	\$56.0
HAF4016A	UNITY GAIN ANTENNA QUARTERWAVE 762-870MHZ - ROOF MOUNT	\$23.0
HAF4017A	ADD: ANT 3DB COLLINEAR 762-870MHZ	\$40.8
HAF4018A	ANT 3DB LOW PRO MCYC 762-870MH	\$75.0
HAG4000A	APX7500 ROOF MT GPS ANTENNA	\$76.0
HAG4001A	APX7500 GPS MCYCLE ANTENNA	\$74.0
HKN1018A	HSET/HANGUP NORMAL ARMoured CABLE	\$300.0
HKN4191B	MOBILE PWR CABLE 10 FT, 12 AWG, 20A	\$18.0
HKN4192B	MOBILE PWR CABLE 20 FT, 10 AWG, 20A	\$38.3
HKN6032A	MCYCLE POWER CABLE	\$23.1
HKN6110B	CABLE, POWER, 100W	\$24.7
HKN6122C	CBL DATA REMOTE HP 22'	\$57.0
HKN6160B	CABLE KIT 6' DASH MOUNT	\$50.0
HKN6161B	CABLE KIT 20' REMOTE MOUNT DATA	\$50.0
HKN6163C	CABLE, DATA, USB, 1-1/2M, XTL5000	\$99.0
HKN6164A	CABLE,REMOTE MOUNT,131 FT	\$122.0
HKN6165A	CABLE, REMOTE MOUNT, 115 FT	\$105.0
HKN6166A	CABLE, REMOTE MOUNT, 75 FT	\$80.0
HKN6167B	CABLE, REMOTE MOUNT, 15M	\$75.0
HKN6168B	CABLE, REMOTE MOUNT, 10M	\$66.0
HKN6169B	CABLE, REMOTE MOUNT, 5M	\$58.0
HKN6170B	CABLE, REMOTE MOUNT, 10 FT	\$50.0

Accessory List Price

HKN6172C	CABLE, DATA, USB, 4-1/2M, XTL5000	\$99.0
HKN6182A	CABLE KEYLOADING ADAPTER CGAI	\$45.0
HKN6183B	CABLE, CH PROGRAMMING RS-232 (GCAI)	\$66.4
HKN6187B	CABLE, CH POWER AND SPEAKER	\$33.0
HKN6188B	CABLE, CH POWER AND SPEAKER	\$24.0
HKN6196A	CABLE, VIP	\$30.0
HLN1224B	AUXILIARY SWITCH PANEL	\$280.0
HLN1439G	ACCY,ACCY,SIREN ASTRO MOBILE	\$665.0
HLN1457A	HANDSET/HANGUP (HANGUP CUP)	\$285.0
HLN5113B	EMERGENCY FOOTSWITCH	\$61.8
HLN5131C	EMERGENCY PUSH BUTTON SWITCH	\$61.8
HLN5391A	MIC HANGUP CLIP SYS 9000	\$14.2
HLN6042A	TRAY BASE SPECTRA	\$77.0
HLN6372A	KEYLOCK MT	\$44.0
HLN6819B	SIREN SWITCH BOX	\$550.0
HLN6863B	ACCESSORY CONNECTOR XTL5000	\$25.8
HLN6961A	ACCESSORY CONNECTOR (CHIB)	\$22.0
HLN6969A	XTL 5000, EXTERNAL ALARM RELAY	\$64.3
HLN7002A	TRUNNION HARDWARE KIT	\$35.0
HLN7003A	INSTALLATION HARDWARE HIGHPOWER KIT	\$60.0
HLN7022A	BLACK MOTORCYCLE ENCLOSURE WITH HDW	\$1,200.0
HLN7031A	TRUNNION, CH REMOTE MOUNT	\$55.0
HMN1079B	MOD MOTORCYCLE WP MIC DB9 PIN CONN	\$72.0
HMN1089B	HAND MIC (GCAI), WATER RESISTANT	\$68.0
HMN1090C	ASSY,MIC,FRNT,GRY,STD PALM MIC (GCA	\$75.0
HMN4079E	XTL5000 KEYPAD MICROPHONE	\$320.0
HMN4097A	MODEL III KEYPAD TELEPH HANDSET KIT	\$295.0
HPN4007C	POWER SUPPLY 14V 15A UNI 117/240 VAC	\$296.0
HSN4018C	SPKR SYS 9000	\$53.3
HSN4032B	MCS EXT SPKR 13W	\$71.5
HSN4038A	SPKR. 7.5 W REMOTE	\$60.5
HSN4040A	EXTERNAL WATER RESISTANT REMOTE	\$76.0
PMAN4001A	ASSEMBLY, ANTENNA, GLASS-MOUNT GPS ACTIVE	\$36.5
PMKN4034A	CABLE, MOBILE MIC EXTENSION, 20FT	\$48.0
PMKN4093A	O9, GCAI EXTENSION CABLE	\$36.0
PMLN4958A	O3 CAN 17' EXTENSION CABLE	\$94.5
PMLN4959A	O3 ACCESSORY CABLE	\$94.5
PMUN1046A	09 RELAY CONTROL BOX	\$350.0
RAD4002ARB	ANT VHF 1/4 WAVE	\$100.0
RAD4003ARB	ANT VHF 1/4 WAVE	\$100.0
RAD4004ARB	ANT VHF 1/4 WAVE	\$100.0
RAD4005ARB	ANT VHF 1/4 WAVE	\$75.0
RAE4014ARB	ANT 5.0DB GAIN 445-470MHZ	\$110.3
RLN5926A	PUSH BUTTON PTT	\$39.0
RMN5054B	SMART VISOR MIC	\$40.0
RMN5070A	DESKTOP MIC (GCAI)	\$172.0
TDN6251A	SPEAKER SIRON, CHROME & BLACK	\$329.0
TDN6252A	SPEAKER SIRON, WHITE EPOXY	\$265.0

Accessory List Price

TDN6253A	SPEAKER, UNDERHOOD W/GREY FIN	\$220.0
TDN6254A	SPEAKER SIRON, EPOXY/ ALUMINUM	\$248.0
TKN8531C	CABLE, KEYLOAD	\$84.0
HAG4000A	GPS ROOF ANTENNA	\$52.4
NTN9858C	IMPRES NIMH, 2100 MAH, 7.5V battery	\$110.0
NNTN4115	Leather case with high activity 3.0" swivel belt loop	\$60.0
NTN1873	Charger, impres rapid rate, 110V US plug	\$165.0
RLN4884	Vehicular travel charger	\$95.0
WPLN4208B	IMPRES XTS vehicular charger	\$390.0
WPLN4108R	IMPRES multi unit charger – 110V US plug non-display	\$788.0
WPLN-4130	IMPRES multi unit charger – 110V US plug with display	\$1,350.0
PMMN4038A	Remote speaker microphone, IP57	\$88.5
RMN5038	Remote speaker mic with emergency button	\$120.0
NTN9858C	IMPRES NIMH, 2100 MAH, 7.5V battery	\$110.0
NNTN4115	Leather case with high activity 3.0" swivel belt loop	\$60.0
NTN1873	Charger, impres rapid rate, 110V US plug	\$165.0
RLN4884	Vehicular travel charger	\$95.0
WPLN4208B	IMPRES XTS vehicular charger	\$390.0
WPLN4108R	IMPRES multi unit charger – 110V US plug non-display	\$788.0
WPLN-4130	IMPRES multi unit charger – 110V US plug with display	\$1,350.0
PMMN4038A	Remote speaker microphone, IP57	\$88.5
PMMN4051A	Remote speaker mic with emergency button	\$120.0
HMN4080	PS Smart/Subm RSM	\$350.0
HMN4084	Speaker mic non-submsbl, GPS RSM	\$350.0
HNN9031B	IMPRES NIMH 1800 MAH battery	\$121.0
NTN8386	High-activity swivel leather case	\$60.0
NTN1873	Charger, IMPRES rapid rate, 110V US plug	\$165.0
RLN4884	Vehicular travel charger	\$95.0
WPLN4208B	IMPRES XTS vehicular charger	\$390.0
WPLN4108R	IMPRES multi unit charger – 110V US plug non-display	\$788.0
WPLN4130	IMPRES multi unit charger – 110V US plug with display	\$1,350.0
PMMN4038A	Remote speaker microphone, IP57	\$88.5
RMN5088B	COMMANDERII Remote spkr mic chnnl knob, Submersible	\$120.0
RMN5089B	COMMANDERII Remote spkr mic channel knob, Earjack	\$215.0
RMN5038	Remote speaker mic with emergency button	\$150.0
HMN4080	PS Smart/Subm RSM	\$350.0
HMN4084	Speaker mic non-submsbl, GPS RSM	\$350.0
NNTN4932	ADP WITH AES ENCRYPTION KIT	\$949.0
NNTN4941	DES DES-XL DES-OFB ENCRYPTION KIT	\$786.0
HAF4013	ANTENNA (762-870 MHZ) 3DB LOW-PROFILE	\$43.0
HAF4016	ANTENNA (762-870 MHZ) 1/4 WAVE	\$23.0
HAF4014	ANTENNA (762-870 MHZ) 3DB ELEVATED FEED	\$75.0
HAF4017	ANTENNA (762-870 MHZ) 3DB GAIN COLLINEAR	\$38.0
HKN6158	AUDIO CABLE ADAPTER	\$49.0
HKN6159	ADAPTER CABLE DATA	\$49.0
HKN6170	CABLE, REMOTE MOUNT, 10 FT	\$50.0
HKN6168	CABLE, REMOTE MOUNT, 30 FT	\$66.0
HKN6166	CABLE, REMOTE MOUNT, 75 FT	\$80.0
HKN6165	CABLE, REMOTE MOUNT, 115 FT	\$105.0
HKN6164	CABLE, REMOTE MOUNT, 131 FT	\$122.0
HLN6042	MOBILE DESK TRAY	\$77.0

Accessory List Price

HPN4007C	PS 14V 10A 117/240 VAC.	\$296.0
HKN6161	CABLE KIT 20' DATA	\$50.0
HLN1460D	XTL 2500 M5 MANUAL	\$12.0
HLN1457	HANDSET/HANGUP (HANGUP CUP)	\$285.0
HMN4097A	MODEL III KEYPAD TELEPH HANDSET KIT	\$295.0
HMN4079D	XTL5000 KEYPAD MICROPHONE	\$320.0
RMN5070A	AS. SPECTRA & XTL5000 DESKTOP MIC	\$172.0
HSN4038	EXTERNAL 7.5 WATT WATER RESISTANT REMOTE MOUNT SPEAKER	\$60.5
HSN4032B	MCS EXT SPKR 13W	\$71.5
TDN6251	SPEAKER SIREN, ROUND W/CHROME & BLACK	\$329.0
TDN6252	SPEAKER RECTANGULAR WITH CHROME FINISH	\$265.0
TDN6253	SPEAKER UNDERHOOD WITH GRAY FINISH	\$220.0
TDN6254	SPEAKER ROUND WITH GRAY FINISH	\$248.0
HLN1196	AUXILIARY SWITCH PANEL (W591- W4, W5, W7)	\$165.0
HLN1342	AUXILIARY SWITCH PANEL (W591-W9)	\$165.0
HAF4013	ANTENNA (762-870 MHZ) 3DB LOW-PROFILE	\$43.0
HAF4014	ANTENNA (762-870 MHZ) 3DB ELEVATED FEED	\$75.0
HAF4016	ANTENNA (762-870 MHZ) 1/4 WAVE	\$23.0
HAF4017	ANTENNA (762-870 MHZ) 3DB GAIN COLLINEAR	\$38.0
HKN4191	POWER CABLE, 10 FT. (LOW/MID POWER) 30 & 35 WATT	\$18.0
HLN6925	CONTROL STATION MOUNT	\$95.0
HPN4007C	PS 14V 10A 117/240 VAC.	\$296.0
HLN5113	EMERGENCY FOOT SWITCH	\$61.8
HSN4038	EXTERNAL 7.5 WATT WATER RESISTANT REMOTE MOUNT SPEAKER	\$60.5
HMN4097A	MODEL III KEYPAD TELEPH HANDSET KIT	\$295.0
HMN4079D	XTL5000 KEYPAD MICROPHONE	\$320.0



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair with Advanced Replacement is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to Customer specified address.
 - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO or select third party and the Customer will own the Advanced Replacement FRU.
 - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
 - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.



- 2.7.2. Replace malfunctioning FRU or Components.
 - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.
 - 2.7.5. Perform a System Test on select Infrastructure.
 - 2.8. Provide the following service on select third party Infrastructure:
 - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
 - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
 - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
 - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.



- 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
- 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:
 1. All Infrastructure over seven (7) years from product cancellation date.
 2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
 3. Physically damaged Infrastructure.
 4. Third party Equipment not shipped by Motorola.
 5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
 6. Video retrieval from Digital In-Car Video equipment.
 7. Test equipment.
 8. Racks, furniture and cabinets.
 9. Firmware and/or Software upgrades.



ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys, Telco, IMACS models 600, 800. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.



ASTRO 25 Infrastructure Repair cont.	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C,Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX,Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Dfinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included



SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisis and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



SmartZone System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.



SmartNet System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181 intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh,MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any one-site services.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies



Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones , Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.



Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Included
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit)	Includes Vesta Standard Excludes all other technologies



Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 & DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair.
	Video retrieval is a separate service and is excluded from this SOW.



MOTOTRBO Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
XRC9000 Controller	Included TT2213* single site; TT2215* multi site *Next day (24 hour) delivery if request is received before 1:00 p.m. CST; Second day (48 hour) delivery if request is received after 1:00 p.m. CST
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598



Statement of Work

Local Infrastructure Repair

1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Motorola Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.



Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System.

The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1
- 2.7. Create a Case, as necessary. Gather information to perform the following:
 - 2.7.1. Characterize the issue
 - 2.7.2. Determine a plan of action
 - 2.7.3. Assign and track the Case to resolution.
- 2.8. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9. Ensure the required personnel have access to Customer information as needed.
- 2.10. Disable and enable System devices, as necessary, for Servicers.
- 2.11. Servicer will perform the following on-site:
 - 2.11.1. Run diagnostics on the Infrastructure or FRU.

- 2.11.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
- 2.11.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
- 2.11.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.12. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.13. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15. Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels:
 - 2.15.1. Open and closed; or
 - 2.15.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16. Provide, when requested by Customer, the following reports, as applicable:
 - 2.16.1. Case activity reports to Customer.
 - 2.16.2. Network Monitoring Service reports for Customer System(s).
 - 2.16.3. Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.17. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.18. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:

- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
- 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan., including, but not limited to:
 - 3.5.1.1. Case notification preferences and procedure
 - 3.5.1.2. Repair Verification Preference and procedure
 - 3.5.1.3. Database and escalation procedure forms.
 - 3.5.1.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6. Provide the following information when initiating a service request:
 - 3.6.1. Assigned System ID number
 - 3.6.2. Problem description and site location
 - 3.6.3. Other pertinent information requested by Motorola to open a Case.
- 3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.11.2
- 3.11. Maintain and store in an easy accessible location any and all Software needed to Restore the System.

- 3.12. Maintain and store in an easily accessible location proper System backups.
- 3.13. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.15. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.16. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.



On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.
* Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone



ASTRO 25 6.0 - 6.2	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
SmartZone 4.1	<p>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</p> <p>MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)</p>
ARC 4000	<p>Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches</p>
Astro LE	<p>Site Controllers; Environmental Alarms; Channel Banks</p>
SMARTNET Monitored by MOSCAD SiteSentry	<p>Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.</p>
Private Data	<p>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</p>
Harmony (HWCS)	<p>MSO, EBTS</p>
MOTObridge	<p>SIP, OMC, Gateway Units</p>



Statement of Work

Network Preventative Maintenance

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.



Conventional Network Preventative Maintenance Checklist

Conventional Infrastructure	Operational Check (where applicable)
Base Station(s), Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only) Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	Controller Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's CEB diagnostics
Comparators (Voting) and /or Satellite Receivers	Audio Input & Output Levels
	Receiver Sensitivity Measured/Adjusted
	Comparator power supply voltage
	Check for proper signal voting
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



Data – Network Preventative Maintenance Checklist

Data Infrastructure	Operational Check (where applicable)
Data Base Station (Quantar)	RSSI Calibration Check (-90) Transmit Frequency Adjustments Transmitter Deviation Adjustments Transmitter modulation Compensation Transmitter Power out and Adjustments Reflect Power Measurement Receiver Sensitivity Test Receive Antenna De-sense Test
MSF 5000 Base Stations	RSSI Calibration Check VCO Calibration Check (.38Micro Volt) Injection Filter Adjustments Pre-selector/Image Filter Adjustments Transmit Frequency Adjustments RF Power out Measurements RF Forward and Reflect Trip adjust Transmit Deviation Adjustments Receiver Sensitivity Test Transmitter modulation Compensation
Gemini Base Station	RSSI Calibration Check Transmit Frequency Adjustments RF Power out Measurements RF Forward and Reflect Trip adjust Transmit Deviation Adjustments Receiver Sensitivity Test Transmitter modulation Compensation Power Supply Voltage Check Power Supply Ripple Voltage Check
Radio Network Controllers	Power Supply In-take Fan Host connection check Message buffering RF Interface Base Interface
Wireless Network Gateway	Visually check system status and fault LEDs. Check SMIT for any module errors. Check each major modules Power Supply Voltage Check Visually check all cabling Capture all log and error reports
UDS/Paradyne Modems	Check for received line level Perform remote modem digital loopback test Check telco/microwave circuit
UPS	Check Batteries Switch-Over Operations AC/DC Voltages



SMARTNET Network Preventative Maintenance Checklist

SMARTNET Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Power Supplies
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only)
Consoles Positions/Remotes	Check Power Supply Voltages
	Audio Input & Output Levels
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
Central Controllers, DIGITAC Comparators	CEB Diagnostics
	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers
	Check for receiver to Comparator audio path. Check to see if equalization is required.
	Check for proper audio to Status Tone ratio
Confirm that all Receiver RX Notch Filters are either IN or OUT	
GPS	Roll to Redundant Receive Reference Module
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
POWER UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



SmartZone -Network Preventative Maintenance Checklist

SmartZone Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Level
	Check Low Speed Data
	Combiners & Circulator Loss
	Receiver Desense (Full Duplex Only)
Consoles Positions/Remotes	Power Supply voltages
	Audio Input & Output Level
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
Central Controllers, DIGITAC Comparators	CEB Diagnostics
	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers and Tower Mounted Amplifier
	Check for receiver to Comparator audio path.
	Check for proper audio to Status Tone ratio
Confirm that all Receiver RX Notch Filters are either IN or OUT	
GPS	Roll to Redundant Receive Reference Module
	Check Frequency Standards
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



ASTRO® LE -Network Preventative Maintenance Checklist

Astro LE Infrastructure	Operational Check (where applicable)
CO-LOCATED/REMOTE SITE Repeater(s), Control Station(s) Site Controllers Router/Switches All Equipment	TX Frequency in Hz TX Power Output of Station (Forward/Reflected) TX Power Output out of Combiner (Forward/Reflected) TX Low Speed Deviation TX Test Pattern Deviation TX BER RX Tower/Rack Mounted Amplifier RX RF Level at 5% BER at Receiver and Through Multi-Coupler Receiver Desense/ Degradation do to Site Noise and TX Desense Wireline Audio Input & Output Levels Check Lights/Fan Operation Check/Align Frequency Standard Roll to Redundant Controller (pre-approved by customer) Test Site Trunking/Failsoft Modes (pre-approved by customer) Multiple Control Channel Switching (pre-approved by customer) Check Lights/Fan Operation Check Diagnostics/Alarms Power Supply Voltages
MASTER/PRIME SITE (RF Equipment) Master/Prime Site Controllers Router/Switches ASTRO-TAC Comparators Channel Bank	Check Lights/Fan Operation Roll to Redundant Controller (pre-approved by customer) Check Lights/Fan Operation Check for receiver to Comparator audio path ACTAC 9600 Comparator All sites on line? V.24 link health-link delays Channel Bank/ transport health for all sites (diagnostics/alarms) Roll to Redundant Power Supply (pre-approved by customer)
MASTER/PRIME SITE (Servers)	Site Control Manager/Site Command Server (Clients) Backup Databases Terminal Server Remote Access Test
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer) Frequency Standards (check 1 PPS, 5 MPPS, composite) Check Power Supply Voltages
POWER UPS Generator	Check Diagnostics/Alarms AC/DC Voltages/Batteries Switch-Over Operations Switch to Generator Power (pre-approved by customer)



AC to DC Power Unit (RF equipment) All Equipment	Switch to Battery Power (pre-approved by customer)
	Check Diagnostics/Alarms
TRUNKING TEST (Completed at all Sites)	Talkgroup Call
	Multigroup Call
	Private Call
	Secure Call



ASTRO® 25 ARC4000, 6.x, & 7.x Network Preventative Maintenance Checklist

ASTRO® 25 ARC4000, 6.x, & 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements
CO-LOCATED/REMOTE SITE Repeater(s), Control Station(s)	TX Frequency in Hz TX Power Output of Station (Forward/Reflected) TX Power Output out of Combiner (Forward/Reflected) TX Low Speed Deviation TX Test Pattern Deviation TX BER RX Tower/Rack Mounted Amplifier RX RF Level at 5% BER at Receiver and Through Multi-Coupler Receiver Desense/ Degradation do to Site Noise and TX Desense Wireline Audio Input & Output Levels
Site Controllers	Check Lights/Fan Operation Check/Align Frequency Standard Roll to Redundant Controller (pre-approved by customer) Test Site Trunking/Failsoft Modes (pre-approved by customer) Multiple Control Channel Switching (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
All Equipment	Check Diagnostics/Alarms Power Supply Voltages
MASTER/PRIME SITE (RF Equipment) Master/Prime Site Controllers	Check Lights/Fan Operation Roll to Redundant Controller (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
ASTRO-TAC Comparators	Check for receiver to Comparator audio path ACTAC 9600 Comparator All sites on line? V.24 link health- link delays
Channel Bank	Channel Bank/ transport health for all sites (diagnostics/alarms) Roll to Redundant Power Supply (pre-approved by customer)
MASTER/PRIME SITE (Servers)	Master Site Servers health (diagnostics/alarms) Complete backup of databases Roll to Redundant Zone Controller (pre-approved by customer)
Misc Equipment	Remote Access Test Check all modems for proper levels & synchronization MBX/Other telco interface common equipment
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer) Frequency Standards (check 1 PPS, 5 MPPS, composite) Check Power Supply Voltages
POWER UPS	Check Diagnostics/Alarms AC/DC Voltages/Batteries Switch-Over Operations
Generator	Switch to Generator Power (pre-approved by customer)
AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)
All Equipment	Check Diagnostics/Alarms



CONSOLES POSITIONS/REMOTES	Audio Input & Output Level
	Ethernet Operation
	CEB/MCC Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB/MCC Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
TRUNKING TEST (Completed at all sites)	CEB/AEB/MCC diagnostics
	Talkgroup Test
	Multigroup Call
	Private Call
	Secure Call



E911 System Exhibit

Infrastructure Type	Operational Check (when applicable)
ANI Controller	Power supply check -DC Voltage
	Processor card battery test
	Review of advisory log
	Inspect phone, handsets, cords, touch tone pads, lights, and telephone instruments at main PSAP and remote location.
	Test operation of each 911 trunk and administrative phone line
	Check ANI cable routing and verify all connections (tighten cable/connector strain relief devices, review punch block wiring)
	Verify dial-up access
	Verify any spare circuit boards are operational
	Inspect ANI cabinets (ventilation/cooling, secure covers)
ALI Controller	Verify no alarm status on call screen. Check alarm/event log
	Check size of call detail records, purge if necessary
	Size of hard space remaining and advise customer. Purge if necessary.
	Test operation of all servers, terminals/clients printers, at main PSAP and remote locations
	Make test 911 calls to verify ALI information is properly displayed on all terminals/clients at main PSAP and remote locations
	Verify any spare ALI equipment or devices are operational
	If system uses local ALI or TSL, verify system properly receives Telco subscriber updates as required
	Check ALI cable routing and verify all connections (tighten cable/connector strain relief devices where necessary)
	Inspect all computer and terminal equipment (fans, vents, keyboards, CRTs, etc) .
Verify ALI components are receiving proper ventilation/cooling	
Other	Generate test alarm and verify that Motorola NMO receives outbound alarms for Site Sentry Device (SEB)
	Verify inbound remote maintenance access of both ANI and ALI functions through all remote access devices (SEB or maintenance modems)
	Check and verify proper installation of all grounding cables and connectors.
	Verify operational status of surge suppression equipment
	Verify operational status of standby power systems (UPS equipment, AC generators)

Statement of Work

Repair Service Advantage (Service Agreement) End Users

1.0 Description

Repair Service Advantage provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Repair Service Advantage includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Repair Service Advantage excludes repairs to: optional accessories; standard mobile palm microphones; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Repair Service Advantage. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

Repair Service Advantage is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4 Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
- 2.5 Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.6 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.7 Perform covered services as requested by Customer on the Motorola repair request form.
- 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a 3.5" backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.



Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.



- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

CONTRACT NO. 12-90-167

EXHIBIT "B"

MOTOROLA SUPPLEMENTAL TERMS AND CONDITIONS FOR SERVICES

EXHIBIT B
SUPPLEMENTAL TERMS AND CONDITIONS FOR SERVICES

Section 1 DEFINITIONS AND INTERPRETATION

1.1. "Agreement" means Contract no,12-90-167 including Part I., Part II. General Conditions, all Exhibits (A, B, C, and D) and the complete set of Cook County Economic Disclosure Statement (EDS) Forms.,

1.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement at the County's request.

1.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 2 SCOPE OF SERVICES

2.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At County's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

2.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

2.3. If County purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

2.4. All Equipment must be in good working order on the effective date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, County will provide a complete serial and model number list of the Equipment. County must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service.

2.5. County must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

2.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

2.7. County must promptly notify Motorola of any Equipment failure. Motorola will respond to County's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 3 EXCLUDED SERVICES

3.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

3.2. The County has allocated funds in this Contract to cover items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or

software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. However, Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 4 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at County's location, County will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. County will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements. Notwithstanding the foregoing, Motorola shall not incur such expenses on behalf of the County without prior written approval of the Chief Procurement Officer. The Parties understand and agree that if such expenses increase the total amount of the contract, reimbursement may be subject to prior approval by the Cook County Board of Commissioners.

Section 5 CUSTOMER CONTACT

County will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 6 LIMITATION OF LIABILITY AND INSURANCE

6.1 Limitation of Liability. Except for personal injury or death, Motorola's total liability to the County, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the value of this Contract as awarded by the Cook County Board of Commissioners. . . . **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

6.2 Insurance. Motorola shall obtain and maintain, at all times during the term of this agreement, insurance with insurers reasonably acceptable to County. Upon written request by County, Motorola shall provide a copy of an Acord form certificate of insurance prior to performing any work. Certificate of Insurance shall name County as the certificate holder. The General Liability policy shall list County as an additional insured. The insurance required herein shall be written for not less than the following or greater if required by law:

1. Commercial General Liability:
 - a) \$1,000,000 Bodily Injury and Property Damage, Each Occurrence.
 - b) \$2,000,000 General Annual Aggregate.
2. Business Automobile Liability:
 - a) \$1,000,000 Combined Single Limit
3. Worker's Compensation and Employers' Liability:
 - a) Workers Compensation - Statutory
 - b) Employers' Liability: \$1,000,000

4. The Commercial General Liability insurance specified above shall include coverage for all Motorola's contractual liability with limits not less than those set forth in subsection 6.2.1.

Motorola's Commercial General Liability policy is written on a standard ISO coverage form. The County's policy language will determine the order of payments between Motorola and the County's policies in the event of a claim.

Insurance Notices

Motorola shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation of such policies. Prior to the date on which Motorola commences performance of its part of the work or within ten (10) days of execution of this Contract, whichever occurs earlier, Motorola shall furnish to the County certificates of insurance maintained by Motorola, which shall state that Motorola's insurance is primary. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Motorola's obligations to obtain insurance pursuant to these insurance requirements.

Section 7 FCC LICENSES AND OTHER AUTHORIZATIONS

County is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of County in any governmental matters.

Section 8 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be held by County for Motorola's use without charge and remain the sole property of Motorola, The County will reasonably safeguard all such property while it is in the County's custody and control and will be liable for any loss or damage to such property to the extent such loss or damage is caused by the County's negligence. The County shall return such property to Motorola upon request.

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EXHIBIT "C"

MOTOROLA EQUIPMENT AND PARTS PURCHASE SUPPLEMENTAL TERMS AND CONDITIONS

**EXHIBIT C
EQUIPMENT AND PARTS PURCHASE
SUPPLEMENTAL TERMS AND CONDITIONS**

Price and Payment Terms. Title to software will not pass to County at any time.

Software. Replacement parts provided pursuant to this Contract may include software embedded in it. If this transaction involves software, any software owned by Contractor ("Motorola Software") is licensed to County solely in accordance with Contractor's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-Motorola Software") is licensed to County in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Contractor the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Contractor makes no representations or warranties of any kind regarding Non-Motorola Software.

Express Limited Warranty for Equipment and Parts and Warranty Disclaimer. Motorola Software is warranted in accordance with the SLA. For one year from the date of shipment, Contractor warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; or County's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment or parts to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear. These express limited warranties are extended by Contractor to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If County gives notice of a valid warranty claim before the expiration of the warranty period, Contractor will (at its option and at no additional charge to County) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. This action will be the full extent of Contractor's liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Contractor. **THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY. Except for personal injury or death, Motorola's total liability to the County, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the value of this Contract as awarded by the Cook County Board of Commissioners. . ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products.

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(Exhibit C Continued)
Software License Agreement

In this Exhibit C, the term "Licensor" means Motorola Solutions, Inc., ("Motorola"); "Licensee," means the County of Cook, Illinois ("County"); "Primary Agreement" means the contract to which this Exhibit and the Equipment and Parts Purchase Supplemental Terms and Conditions are attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

Section 1 SCOPE

Licensor will provide to Licensee proprietary software, radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software, or both. "Software" means the proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the software, and may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

Section 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, Customer Service Request ("CSR"), or Cityworks software, that Software is licensed pursuant to this Software License Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, Customer Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

Section 3 LIMITATIONS ON USE

3.1. Licensee acknowledges that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensee's use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation. Therefore, Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, if Licensee provides written notice to Licensor of this temporary transfer and it is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. [Intentionally Omitted]

Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time but remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's

processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

Section 5 CONFIDENTIALITY

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

Section 6 LIMITED WARRANTY

6.1. The commencement date and the term of the Software warranty will be as stated in the Primary Agreement, except that the Warranty Period for application Software that is provided on a per unit basis, the Warranty Period for subsequent units licensed is the remainder (if any) of the initial Warranty Period or, if the initial Warranty Period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable Warranty Period, Licensor warrants that the unmodified Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement.

6.3. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

Section 7 LIMITATION OF LIABILITY

[Intentionally Omitted]

Section 8 TRANSFERS

Licensee will not transfer Software to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products if Licensee transfers all copies of the Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

[Intentionally Omitted]

Section 10 NOTICES

Notices are described in the Primary Agreement.

Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

If Licensee is the United States Government or a United States Government agency, then this section applies. Licensee's use, duplication or disclosure of the Software and Documentation under Licensor's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 12 GENERAL

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

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

12.3. **ASSIGNMENTS.** [Intentionally Omitted]

12.4. **GOVERNING LAW.** [Intentionally Omitted]

EXHIBIT "D"

BOARD APPROVAL LETTER

CONTRACT NO. 12-90-167

EXHIBIT "E"

MBE/WBE UTILIZATION PLAN

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. 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 Bidder must comply fully with the applicable ordinances.

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/PROPOSER 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 Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- 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 performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Chicago Communications, LLC

Address: 200 Spangler Avenue, Elmhurst, IL 60126

E-mail: cglashagel@chicomm.com

Contact Person: Cynthia Glashagel Phone: 630-832-3311

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 20% _____ %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: B&B Maintenance Inc.

Address: 537 Capital Drive, Lake Zurich, IL 60047

E-mail: sosorio@bandbmaint.com

Contact Person: Silverio Osorio Phone: 847-550-6060

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 15% _____ %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: B&B Maintenance, Inc
Address: 537 Capital Drive
City/State: Lake Zurich / IL Zip 60047
Phone: 847-550-6060 Fax: 847-550-1551
Email: silverio@bandbmaint.com

Certifying Agency: Cook County Contract Compliance
Certification Expiration Date: 3/1/2013
FEIN #: 36-3045521
Contact Person: Silverio Osorio
Contract #: S00001018146

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Janitorial services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
15% of total contract amount. Total contract amount is \$6,452,285.04. Payment terms are net 90 days upon service complete.

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

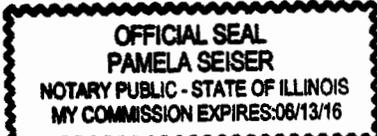
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

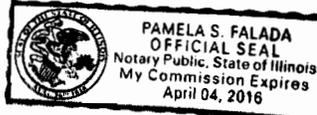
Silverio Osorio
Signature (MWBE)
SILVERIO OSORIO
Print Name
B&B MAINTENANCE INC
Firm Name
7/20/12
Date

John P. Molloy
Signature (Prime Bidder/Proposer)
John P. Molloy
Print Name
Molloy Solutions, Inc.
Firm Name
7-23-2012
Date

Subscribed and sworn before me
this 20th day of July, 2012.
Notary Public Pamela S. Falada

Subscribed and sworn before me
this 23rd day of July, 2012.
Notary Public Pamela S. Falada

SEAL


SEAL
EDS-2


THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	8th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
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WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDINI	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORVAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

March 1, 2011

Mr. Silverio Osario, President
B & B Maintenance, Inc.
537 Capital Drive
Lake Zurich, Illinois 60047

Annual Certification Expires: March 1, 2012

Dear Mr. Osario:

Congratulations on your continued eligibility for Certification as a MBE(9) by Cook County Government. This MBE(9) Certification is valid until March 1, 2013; however your firm must be revalidated annually. Your firm's next annual validation is required by March 1, 2013.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE(9) vendor 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 County in any inquiry or investigation. Removal of your status 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 Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Janitorial Services

Your firm's participation on Cook County contracts will be credited toward MBE(9) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE(9) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Laverne Hall
Director
LH/gb

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Chicago Communications, LLC Certifying Agency: Cook County Contract Compliance
Address: 200 Soranquer Avenue Certification Expiration Date: 8/1/2014
City/State: Elmhurst, IL Zip: 60126 FEIN #: 20-1672883
Phone: 630-832-3311 Fax: 630-832-7275 Contact Person: Cindy Glashagel
Email: cglashagel@chicomm.com Contract #: S00001018146

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Field technical maintenance services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
20% of total contract amount. Total contract is \$6,452,285.04. Payment terms are net 90 days upon service complete.

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer'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.

Cynthia A. Glashagel
Signature (M/WBE)
Cynthia A. Glashagel
Print Name
Chicago Communications, LLC
Firm Name
7-20-2012
Date

John P. Molloy
Signature (Prime Bidder/Proposer)
John P. Molloy
Print Name
Motorola Solutions, Inc.
Firm Name
7-23-2012
Date

Subscribed and sworn before me
this 20th day of July, 2012.
Notary Public Michiko Oiker

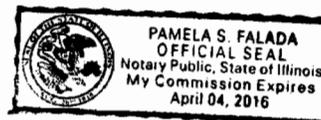
Subscribed and sworn before me
this 23rd day of July, 2012.
Notary Public Pamela S. Falada

SEAL



EDS -2

SEAL



THE BOARD OF COMMISSIONERS

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PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
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	ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

August 1, 2011

Ms. Cynthia A. Glashagel, Principal
Chicago Communications, LLC
200 Spangler Avenue
Elmhurst, IL 60126

Annual Certification Expires: August 1, 2012

Dear Ms. Glashagel:

We are pleased to inform you that Chicago Communications, LLC has been Re-certified as a WBE by Cook County Government. This WBE Certification is valid until August 1, 2014; however your firm must be revalidated annually. Your firm's next annual validation is required by August 1, 2012.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within sixty (60) business days prior to the date of annual expiration. Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a WBE vendor 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 County in any inquiry or investigation. Removal of status 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 Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Communications: Sales, Service, Installation and Rental of Communications Equipment

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

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
Director
LH/ek



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

- (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) Used 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.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) 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;
- 2) Has been convicted by federal, state or local government of an act 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.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, 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.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) 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; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is 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

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

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 (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary 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.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "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 EDS, Section 4, I, 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) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"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.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

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.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): See Attached Page

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Motorola Solutions, Inc. D/B/A: _____ EIN NO.: _____

Street Address: 1303 E. Algonquin Road

City: Schaumburg State: IL Zip Code: 60196

Phone No.: 847-489-9379

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

John P. Molloy
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

John.Molloy@motorolasolutions.com
E-mail address

Vice President
Title

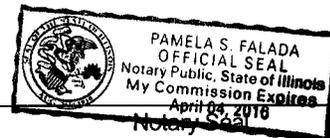
October 11, 2012
Date

847-576-5000
Phone Number

Subscribed to and sworn before me
this 11th day of October, 2012.

x Pamela S. Falada
Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

“*Calendar year*” means January 1 to December 31 of each year.

“*Doing business*” for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

“*Familial relationship*” means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

“*Person*” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Corporation Title: N/A

Business Entity Name: Motorola Solutions, Inc. Phone: 847-489-9379

Business Entity Address: 1303 E. Algonquin Road, Schaumburg, IL 60196

 The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

 X There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Handwritten Signature]

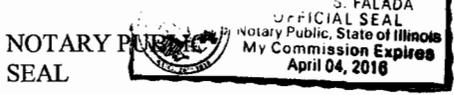
Owner/Employee's Signature _____ Date October 11, 2012

John P. Molloy
Subscribe and sworn before me this 11th Day of October, 2012

a Notary Public in and for Cook County

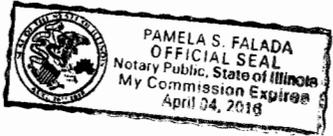
[Handwritten Signature: Pamela S. Falada]
(Signature)

*Motorola Solutions, Inc. certification is made to the best of its knowledge and on information available on the date of this proposal. Motorola Solutions, Inc. reserves the right to amend this certification upon discovery of contrary facts.



My Commission expires 4-4-2018

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:



Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION

(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

*** If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

**** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

*** If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

**** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Motorola Solutions, Inc.

BUSINESS ADDRESS: 1303 E. Algonquin Road
Schaumburg, IL 60196

BUSINESS TELEPHONE: 847-576-5000 FAX NUMBER: 847-576-4888

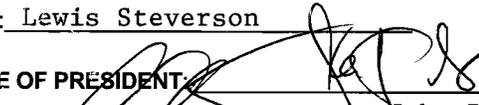
CONTACT PERSON: Chris Chisnell

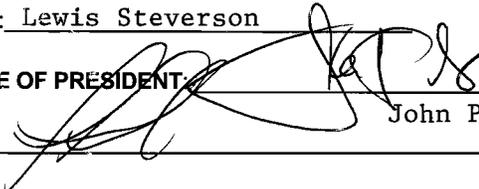
FEIN: 36-1115800 *IL CORPORATE FILE NUMBER: 5023859

LIST THE FOLLOWING CORPORATE OFFICERS:

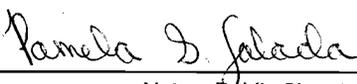
PRESIDENT: Gregory Q. Brown VICE PRESIDENT: Eugene Delaney

SECRETARY: Lewis Steverson TREASURER: Larry R. Raymond

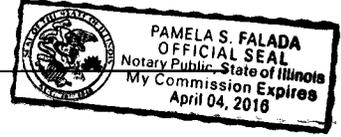
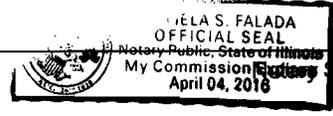
**SIGNATURE OF PRESIDENT: 

ATTEST:  John P. Molloy (CORPORATE SECRETARY)

Subscribed and sworn to before me this
11th day of October, 2012.

x 
Notary Public Signature

My commission expires: 4-4-2016



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA SOLUTIONS, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola Solutions, 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 May 1, 2012 at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 1, 2012, have not been amended, and are 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 Procurement 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 Solutions 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; and

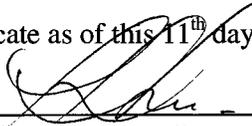
(2) amounts in excess of \$50 million.

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>
Jim Welch	Senior Vice President

IN WITNESS WHEREOF, I have executed this Certificate as of this 11th day of October, 2012.



C. Christopher Russell
Assistant Secretary

SOP E-75 DELEGATION OF AUTHORITY

I, Jim Welch, Senior Vice President of Motorola Solutions, Inc. ("Company") North America Sales & Field Operations ("Division") do hereby delegate my authority to approve and execute in the name of and on behalf of the Company, contract documents (pursuant to Company policy), to the below named individuals with the following dollar and other limitations as specified.

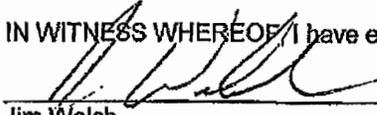
Delegation to approve and execute the following Contract documents:	
Customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements, subcontractor documents and other contract documents related to direct government sales.	
To:	Value
Jack Molloy	\$ 50,000,000, only when I am not available
Jack Molloy	\$ 25,000,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on May 31, 2013.

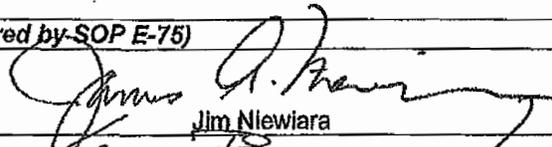
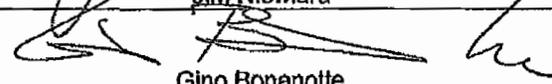
The Authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

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 Company or if he or she is assigned a different position within the Company.

IN WITNESS WHEREOF, I have executed this delegation of authority as of June 1, 2012.



 Jim Welch
 Senior Vice President Sales & Field Operations, North America
 Motorola Solutions, Inc.

APPROVERS (required by SOP E-75)	
Legal Approver	 Jim Niewiara
Finance Approver	 Gino Bonanotte

Motorola Solutions, Inc. 1303 E. Algonquin Road, Schaumburg, IL 60196

Senior Executive Team

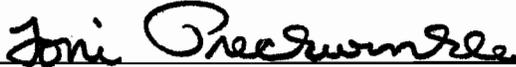
Greg Brown	Chairman and Chief Executive Officer
Michael Annes	Corporate Vice President Development and Ventures
Michele Aguilar Carlin	Senior Vice President Human Resources
Eduardo Conrado	Senior Vice President Chief Marketing Officer
Gene Delaney	Executive Vice President Product and Business Operations
Edward J. Fitzpatrick	Executive Vice President Chief Financial Officer
Mark Moon	Executive Vice President Sales and Field Operations
Lewis Steverson	Senior Vice President, General Counsel and Secretary to the Board

Board of Directors

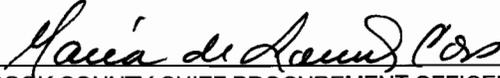
David W. Dorman
Gregory Q. Brown
John A. White
Judy C. Lewent
Kenneth C. Dahlberg
Michael V. Hayden
Samuel C. Scott, III
William J. Bratton

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14th DAY OF November, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

OR

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

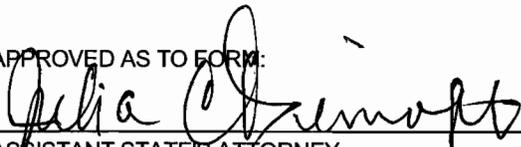
TOTAL AMOUNT OF CONTRACT: \$ 6,452,285.04
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 14 2012

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

COM _____