

PROFESSIONAL SERVICES AGREEMENT

PAGING SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF TECHNOLOGY

AND

AMERICAN MESSAGING SERVICES, LLC

CONTRACT NO: 1488-14030

(Reference Contract: City of Chicago Contract No. 17128)

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 19 2014

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Special Conditions
- Exhibit 4 Cook County Board of Commissioners Authorization

List of Attachments

- Attachment 1 City of Chicago Contract No. 17128

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and AMERICAN MESSAGING SERVICES, LLC doing business as limited liability company of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on November 19, 2014, as evidenced by Board Authorization attached hereto as EXHIBIT "4".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Chicago ("the City") solicited a formal Request for Proposal process for City-Wide Paging Services and the Consultant was identified as a best value provider for the services; and

Whereas, the City entered into a contract on March 1, 2013 (Contract No.17128) for the provision of services by the Consultant for the City relative to Paging Services

Whereas, the County wishes to leverage the procurement efforts of the City Of Chicago; and

Whereas, 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 American Messaging herein after the "Consultant"; and

Whereas, the County, through the Bureau Of Technology, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County with Paging Services incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago Contract No. 17128 as set forth in Exhibit 1, Scope of Services and Price Proposal, and incorporated herein by reference;

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

List of Exhibits

- Exhibit 1 Scope of Services and Price Proposal
- Exhibit 2 Evidence of Insurance
- Exhibit 3 Special Conditions
- Exhibit 4 Cook County Board of Commissioners Authorization

List of Attachments

Attachment 1 City of Chicago Contract No. 17128

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all

Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services and Price Proposal.

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the

difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover claims for injuries to persons or damage to property.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

Additional requirements

(a) Additional Insured

The Commercial General Liability policy shall name Cook County, its officials, employees and agents as additional insureds with respect to operations/services provided by the Contractor. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. If the Contractor maintains higher limits than the minimum shown above, Cook County shall be entitled to coverage for the higher limits maintained by Contractor.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) Insurance Notices

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. 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 Contractor's obligations to obtain insurance pursuant to these insurance requirements.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any

claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the

County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

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

j) Examination of Records and Audits

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 costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller

General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

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

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the 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 its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the 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 the names of 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 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.

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief

Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

Term

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2014 ("**Effective Date**") and continue until November 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Price Proposal in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Price Proposal in the attached Exhibit 1. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Price Proposal. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

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

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective

price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

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

ARTICLE 6) 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 her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. 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.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

- (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
- (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
- (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Section 7a. in the performance of the Agreement.

(vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a

waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and

conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) 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.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the

effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) 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.

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.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, 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.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other

provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) 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.

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Technology
69 W. Washington Street
Chicago, Illinois 60602
Attention: Chief Information Officer

and

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

If to Consultant: American Messaging
1720 LakePoint Drive, Suite 100
Lewisville, TX 75057
Attention: Chief Financial Officer

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**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

Address: 200 Spangler Ave. Elmhurst, IL 60129

E-mail: _____

Contact Person: _____ Phone: (630) 832-3311

Dollar Amount Participation: \$ \$12,000 (Estimated)

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No X

*Letter of Certification attached? Yes _____ No X

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ 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)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

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:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(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.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

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

N/A

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): _____

(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:

N/A

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 American Messaging Services, LLC D/B/A: _____ EIN NO.: 22-3724253

Street Address: 1720 Lakepointe Drive, Suite 100

City: Lewisville State: TX Zip Code: 75057

Phone No.: 214-222-6493

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) LLC

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
American Messaging Services, LP	Dallas, TX	87.12%
J. Roy Pottle	Boston, MA	12.8%

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
N/A		

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.

Jeff Chalmers
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
 Signature

contracts@americanmessaging.net
 E-mail address

Sr. VP + CFO
 Title

8/21/2014
 Date

214-222-6493
 Phone Number

Subscribed to and sworn before me this 21st day of 08, 2014

x [Signature]
 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: Jeff Chalmers Title: Sr. VP + CFO

Business Entity Name: American Messaging Services, LLC Phone: 214-222-6493

Business Entity Address: 1780 Lakepointe Drive, Suite 100, Lewisville, TX 75057

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.

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.

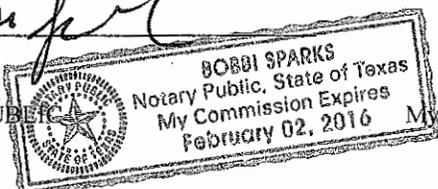
[Signature] Date 8/21/2013
Owner/Employee's Signature Date

Subscribe and sworn before me this 21st Day of August, 2014

a Notary Public in and for Denton County

[Signature]
(Signature)

NOTARY PUBLIC SEAL



Commission expires 2/2/16

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 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: American Messaging Services, LLC

BUSINESS ADDRESS: 1720 Lake Pointe Drive, Suite 100, Lewisville, TX 75057

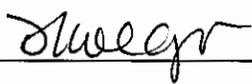
BUSINESS TELEPHONE: 214-222-6491 FAX NUMBER: (800) 643-6498

CONTACT PERSON: Bobbi Sparks

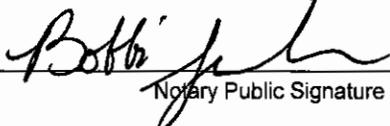
FEIN: 22-3724253 * CORPORATE FILE NUMBER: _____

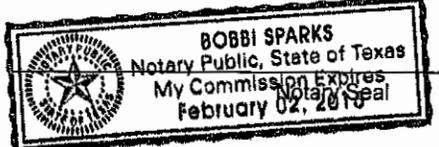
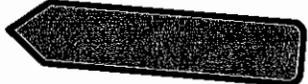
MANAGING MEMBER: Jeff Chalmers MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: 

ATTEST: 

Subscribed and sworn to before me this
21st day of August, 20 14

X 
Notary Public Signature



- * 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.

AMERICAN MESSAGING SERVICES, LLC**Action by Written Consent of
the Management Board
November 5, 2008**

The undersigned, being all of the members of the Management Board of AMERICAN MESSAGING SERVICES, LLC, a Delaware limited liability company (the "Company"), hereby take the following actions and adopt the following resolutions by this unanimous written consent in lieu of a meeting.

WHEREAS, the Management Board desires to elect officers of the Company.

NOW THEREFORE, BE IT RESOLVED THAT, the Management Board hereby elects the following persons as officers of the Company, to serve in such capacity as listed below until his or her successor is duly elected and qualified:

Name	Office
J. Roy Pottle	Chairman & Chief Executive Officer
Dave Anderson	President & Chief Operating Officer
Jeff Chalmers	Senior Vice President, Finance & Operations
Rodney Ferguson	Vice President, Network Operations
Cheryl Armer	Director, Accounting & Controller
Deborah Kroeger	Manager, Site Accounting & RFP Support

RESOLVED, that any and all actions taken by the Management Board, officers or agents of the Company prior to the date hereof in connection with the operation and governance of the Company are hereby deemed ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned have executed these resolutions as of the date first set forth above.



Marc A. Gineris



J. Roy Pottle



Thomas J. Hopkins



George Rich

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMERICAN MESSAGING SERVICES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF APRIL, A.D. 2014.

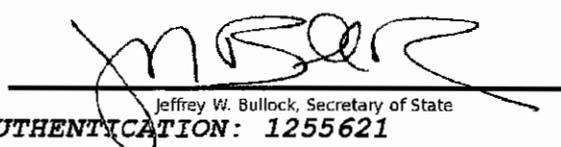
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3211444 8300

140410736

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1255621

DATE: 04-01-14

EXHIBIT 1

Scope of Services and Pricing Proposal



Statement of Work
For
Cook County

Presented by:

Mark McCormick
Account Manager

August 13, 2014

EXECUTIVE SUMMARY

American Messaging Services, LLC and its subsidiaries provide critical messaging services throughout the United States. Using proprietary and third party wireless messaging networks together with its suite of mobile and desktop applications the Company simultaneously delivers critical messages to pagers, smart phones, tablets and personal computers. The Company also constructs and operates dedicated messaging networks for individual customers that operate in conjunction with other third party networks, including the Company's proprietary paging networks, providing redundancy and more rapid message delivery. Message delivery is easily initiated, monitored, archived and responses can be viewed using the Company's mobile and desktop applications or through customer supporting software that is included as part of the Company's overall service offering.

American Messaging is the second largest wireless messaging or critical messaging company in the United States delivering more than 5 million critical messages per day. American Messaging provides service to approximately 850,000 customers, including more than 650 major healthcare and first responder clients across the United States.

The management of American Messaging knows critical messaging. Our Chairman & Chief Executive Officer and our President & Chief Operating Officer are telecommunications veterans that returned to the industry due to their strong belief that the discrete functionality of paging cannot be economically duplicated. Other members of our senior management are equally experienced with many years in the industry. Profiles of our senior management and other company details can be obtained from our web site at www.americanmessaging.net.

Our Corporate Headquarters is located at 1720 Lakepointe Drive, Suite 100, Lewisville, Texas 75057. This facility houses our Corporate Offices, our Distribution Center and our Network Operations Center. The Network Operations Center monitors all messaging traffic and throughput over our networks to ensure our customers receive uninterrupted, quality service.

American Messaging's Confidential Information. Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document without American Messaging's prior written consent.

MESSAGING SERVICES AND DEVICES

NUMERIC

- Receive numeric messages or codes, up to 24 digits in length
- The perfect solution when a phone number is all that is needed to stay in touch
- Convenient, economical and easy to use

ALPHANUMERIC / TEXT paging allows receipt of a text message sent directly to the pager

- Provides full text capability and potentially eliminates the need for a return phone call
- Allows the receipt of messages from email.

TWO-WAY Paging offers full two-way capabilities to send and receive messages and reply to incoming messages. Responding messages can be sent to another two-way device, to any email address, or a text-enabled mobile phone.

- If the pager receives a garbled message, the pager will automatically request that the network resend the message. If the pager is still unable to receive the message, the network will store the message for up to 96 hours while it continues to try to locate the pager to deliver the message. If the pager is turned off, changes coverage area, or is out of the local coverage area, the system will deliver the stored messages once it locates the pager or after the pager returns to a designated local coverage area. A total of 25 stored messages can be delivered based on a first in, first out methodology. Undeliverable messages stored within the system for longer than 96 hours will be deleted.

MESSAGING DISPATCH METHODS

- **SNPP (Simple Network Paging Protocol):** Via "telnet" to the American Messaging server
- **WCTP (Wireless Communication Transfer Protocol):** Used for the secure transmission from automated, server-based systems
- **Internet:** messagemanager.americanmessaging.net/SendMessageFree.aspx
- **SMTP (Simple Mail Transfer Protocol or Email):** Any email program can dispatch alphanumeric messages to American Messaging critical messaging addresses using <10-digit pager #>@intellimsg.net
- **Dispatch Software:** Stand alone and network based versions are available
- **Operator Dispatch:** Messages are phoned in to the American Messaging national dispatch center

OPTIONAL SERVICES FOR CRITICAL MESSAGING

- **Common Address Group Call** is defined as the same text or numeric message being distributed to a pre-established group of pagers, which can be managed by the customer with the use of equipment programmers. Group paging can be accomplished by either American Messaging applying additional common cap codes to the pagers
- **PageCopy™** allows customers to have messages that are sent to their pager, to be copied to an unlimited number of addresses or devices such as email and SMS.

American Messaging's Confidential Information. Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document without American Messaging's prior written consent.

Numeric – Sun Telecom ST800

- 30 message slots
- Ability to save messages when changing the battery
- 3 built-in alarm clocks
- Extended message display time
- 12 musical alerts



Alphanumeric – Unication Alpha Elite

- Zooms from four lines to two
- Notebook slots to store important messages
- Built-in alarm clock, silent vibration
- Selective erase and erase all feature
- Storage of up to 34 messages



Two Way – Unication P900

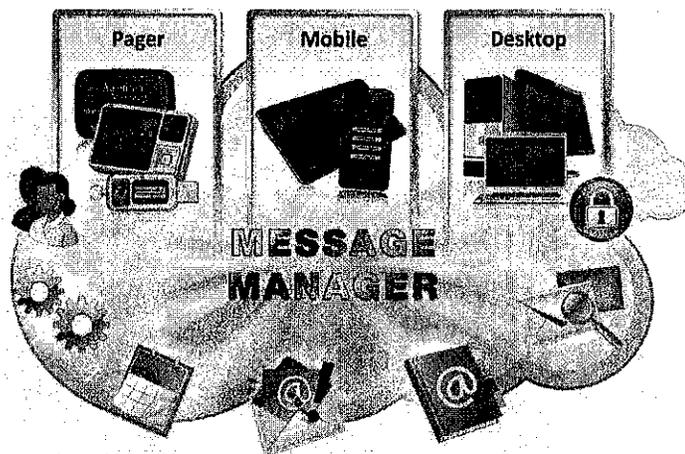
- Full QWERTY text keyboard
- Easy to use address book holds up to 250 names
- Zoom from four text lines to two
- Personal folders
- Alarm and backlit display



INTELLIMESSAGE® PRODUCTS AND SERVICES

- Comprehensive Messaging Delivery System
- Ensures critical messages are sent to a recipient regardless of the messaging platform
- Delivers and intrusively displays critical messages
- Leverages multiple wireless networks, including traditional paging networks as well as broadband cellular and Wi-Fi networks which effectively adds redundancy and reliability
- Increases efficiency and flexibility for administrators without costly hardware or on-premise servers
- User friendly web based software applications included

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IntelliMessage® Mobile and Desktop is an enhancement to the paging experience. The **IntelliMessage® application for smart devices and desktop** delivers and intrusively displays critical messages on any PC, tablet or smartphone in seconds. Messages are intrusively received and displayed in an application separate from text and email.

My Account is a secure cloud based critical messaging portal to facilitate sending and receiving messages and searching message history. Users can view receipts and replies and import their address book.

- **My Messages** is the page where you can view your message history
- **Address Book** contains personal address books as well as department and company address books
- **Send Message** allows you to create a message to send to one or more people. Several view options are available from basic to enhanced including groups and templates
- **Calendar** allows clients to set up a calendar complete with a reminder of events with the added functionality of how the client would like to route and or receive their messages depending on their availability during an event.
- **Consult** is a many to many instant messaging application that allows a message to be sent from any member of a group to the group address and that message is then sent to all of the members of the group. The Consult Group allows replies to the Consult Group name and the reply is then sent out to all members of the group.

Message Manager is a secure cloud based critical messaging portal to facilitate sending and receiving messages and searching message history. Administrators can view receipts and replies for all their users. Message Manager also contains address book functions and administrator tools for reporting and archiving critical messages.

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TECHNICAL OPERATIONS

American Messaging's networks use the most current technology available and are designed to continuously improve system performance. Our networks are designed with the following characteristics:

- **Satellite delivery** of critical messaging information for greater coverage
- **ATM (Asynchronous Transfer Mode) Data Network** providing interconnectivity of critical messaging terminals and satellite links
- **TNPP (Telocator Network Paging Protocol)** with an automatic dial backup feature. All of our paging terminals enable this feature to keep network traffic flowing with multiple paths
- **Redundancy** in key network locations provides continuous service in the unlikely event of an outage
- **Data network topologies** utilizing TCP/IP and SNMP, which help American Messaging pilot its networks
- **Automatic diagnostics and alarming** to minimize downtime
- **Fiber Optic Telco connections** where available, for improved reliability
- **Interconnect route diversity** to maintain service in the event of a landline-based problem

To eliminate any significant outages in its critical messaging systems, American Messaging employs redundancy in all critical areas where possible. In our switching centers, battery backup and permanent backup generators are used to ensure minimal down time during power failures. In many switching locations, self-healing fiber optic links are utilized for interconnection to each Local Exchange Carrier. American Messaging's 900MHz satellite controlled systems employ supplemental paths as well as ancillary encoding equipment to deliver critical messaging data to transmitter locations. We connect each of our switching locations via state of the art ATM networks and TNPP Protocol in the event of failure by dial up phone lines. American Messaging's terrestrial link transmitter system also employs fully redundant link transmitters. On systems where redundancy is not available, ample spares are inventoried to minimize the impact of failure. American Messaging continuously strives to maintain service performance levels at or above <-95dBm> (the industry standard for measuring pager reception) in at least 85% of the normally inhabited areas of a facility.

Terminal Redundancy - As a part of our overall disaster recovery plan, we utilize a redundant paging terminal centrally located in our Lewisville, TX headquarters. This switching mechanism creates a backup system for our regionally based paging terminals. In the unlikely event that a critical messaging terminal were to go "hard down" during a catastrophic event, we can reroute the *wide area* traffic to this centralized and redundant terminal reducing or eliminating service interruption for our customers.

American Messaging's network is monitored to ensure peak performance and throughput. Through the use of automatic fault recognition systems, American Messaging is able to conduct proactive tests on all of our Internet Services to enable proper operation. In addition to monitoring our Internet Services, American Messaging also monitors our radio frequency and switching infrastructure to provide the most reliable service possible. Our Outage Support Team, which operates 24x7x365, is automatically alerted to any detected problem. The team not only engages the support of our technical support staff to resolve the problem quickly and efficiently, but also provides our sales staff and customer support details of the specific issues at hand. Once the problem is resolved, all parties are notified of the resolution.

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Network Monitoring – A program called TMON monitors our networks 24/7. This software program automates the communication from the network components themselves directly to engineering personnel when an alarm condition is detected. This system allows technical personnel to be notified real time when a problem exists. Allowing our network engineering teams to correct problems faster, thus reducing the potential for network downtime. This system also allows us to provide customers with valuable information on the overall performance of our network.

American Messaging also uses a network trouble ticketing and notification system called **Phaseware**. We invested in this system to communicate more effectively during network outage situations. This improves our mean time to restore which reduces the duration of any potential service interruptions. It also allows our customers to receive automated information and updates related to network issues which impact their account specifically. American Messaging is committed to meeting the needs of its customers and to do so we have designed and operate our networks for maximum reliability and consistency of performance.

COVERAGE

American Messaging provides critical messaging nationwide with coverage in 98 of the top 100 major metro markets, and beyond.*

- **Local** – includes one or more Metropolitan Statistical Areas (MSAs)
- **Regional / Multi-State**
- **Nationwide**

*Actual coverage may vary due to terrain, weather, building density, interference, and equipment failures. No wireless coverage is 100% accurate at all times.

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CUSTOMER SUPPORT

IMPLEMENTATION & TRAINING

American Messaging understands the importance of a smooth transition to a new critical messaging carrier. We have developed a step by step Transition Plan that will be customized to the County's application and our staff will work diligently to get your critical messaging service started off right.

As your initial order is shipped from our National Distribution Center, your Account Manager will schedule a convenient time to meet with the employees at the County's location(s) to demonstrate the uses of the pager and/or mobile applications and to answer any questions. Also, we will provide instruction manuals upon request for those employees who are not able to attend the demonstration. There are no additional costs associated with this training.

CUSTOMER SERVICE

Put the strength and stability of American Messaging behind your critical messaging service. As a customer you can benefit from our consistently strong track record of customer satisfaction.

American Messaging will provide the County an **Account Team** composed of professionals with unparalleled experience in the critical messaging industry. This Team will serve as a single point of contact for concerns related to managing the County's critical messaging service, and will work in earnest to provide satisfaction to its end users. In the spirit of continuous improvement, we always welcome feedback from customers and their employees.

Account Manager - Account Manager is American Messaging's premiere self-service application that is available virtually any time, day or night. There is no charge to access your account, and you can enjoy the ease of these transactions:

- View and print your billing statement (including historical statements)
- Make a payment using a credit card or draft from your checking account
- Set up your account on our Automatic Payment Plan (APP)
- Order a new pager or exchange one on an existing account
- Add Optional Services, such as IntelliMessage®
- Activate a pager from the spare pager inventory at your location
- Track your order
- View a pager Profile (pager number, serial number, cap code, and statement description)

IVR (Integrated Voice Response) - American Messaging also offers you the ability to access your account via telephone at 1-888-247-7890 and press "1" when prompted. You need your ten digit pager number and your five digit billing zip code to perform the following transactions:

Option 1 – Check Account Balance / Make a Payment

Option 2 – Pager Service Inquiry

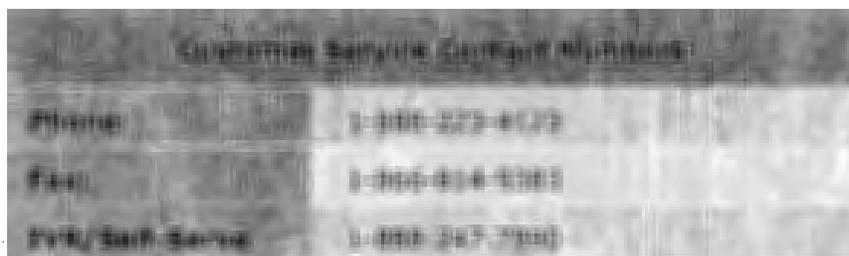
Option 3 – Service Activation

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Option 4 – Service Changes**Option 5 – Complete Your Express Orders**

American Messaging staffs an inbound queue of Customer Service Representatives (CSRs) and off-line CSRs for additional support. **Telephone support** hours are from 7:00AM to 7:00PM CST with after hour support to create 24X7 availability. Offline support is available from 6:30 AM to 5:00PM CST.

Customer Service representatives are monitored up to fifteen (15) times per month internally by both supervisors and a specialized quality assurance team. Additionally, American Messaging utilizes a third party vendor to provide feedback to ensure our customers are receiving outstanding customer service.



Customer Service Contact Numbers	
Phone	1-888-222-4022
Fax	1-888-614-6383
TTY, Self-Serve	1-888-247-7300

BILLING OPTIONS

American Messaging offers **Traditional Invoicing**, as well as these convenient alternatives:

- **Automatic Deduction** or Automatic Payment Plan from a checking account, credit card, or procurement card can be set up in conjunction with all forms of invoicing.
- **Account Manager** offers our customers the convenience of viewing and paying their bills online, and the option to download both current and past bills in HTML or CSV format
- **Electronic Billing** is a flexible tool that lets you receive your invoice data in a customer-specific format, whereby you can then organize your billing information according to your customized needs. Standard Electronic Billing is available to customers with 250 or more pagers, and for customers with more than 1000 units, this application can be customized to meet specific needs. Electronic Billing can be accessed via the Account Manager self-service application

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PRICING

TRADITIONAL NUMERIC - ONE WAY MESSAGING

Service	Monthly Rate (Includes Lease)	Page Allowance Per Month	Charge Per Page Over Allowance
Local	\$ 1.75 per month	Unlimited	N/A
Regional	\$ 6.25 per month	Unlimited	N/A
Nationwide	\$ 14.00 per month	Unlimited	N/A

*Local service includes one or more Metropolitan Statistical Areas (MSAs).

TRADITIONAL ALPHA NUMERIC - ONE WAY MESSAGING

Service	Monthly Rate (Includes Lease)	Page Allowance Per Month**	Charge Per Page Over Allowance
Local	\$ 3.75 per month	Unlimited	N/A
Regional	\$ 10.75 per month	Unlimited	N/A
Nationwide	\$ 19.50 per month	Unlimited	N/A

*Local service includes one or more Metropolitan Statistical Areas (MSAs). ** Two hundred forty (240) character limit per page.

TWO WAY CRITICAL MESSAGING

Service	Monthly Rate (Includes Lease)	Page Allowance Per Month	Charge Per Page Over Allowance
Regional	\$ 7.75 per month	Unlimited	N/A
Nationwide	\$ 15.00 per month	Unlimited	N/A
Nationwide - 3" Party Number	\$ 21.55 per month	125	\$ 0.05

*1 packet includes up to 100 characters

EQUIPMENT MAINTENANCE & REPLACEMENTS

American Messaging will exchange leased critical messaging units at no additional charge that are defective or stop working due to normal wear and tear. As an option, we offer our **Pager Replacement Program (PRP)** at a low monthly rate per unit, which will expediently replace any pager that is lost, stolen, or damaged beyond repair for the prices listed below.

PAGER REPLACEMENT PROGRAM RATES

Service	Monthly Rate	Loss Fee with PRP
Numeric	No Charge	\$15.00
Alphanumeric	No Charge	\$35.00
Two-way	No Charge	\$80.00

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Third Party Carrier Pricing: In certain instances, American Messaging may utilize third party carriers to provide critical messaging services. The pricing contained herein is based on services provided directly by American Messaging. If we determine that the use of a third-party carrier is necessary, the associated service costs will be negotiated separately.

OPTIONAL SERVICES

Group Paging	\$4.95 per month, unlimited
PageCopy	\$2.50 per address / per month
Voicemail (15 / 90 / 72)	\$2.95 per month, unlimited
IntelliMessage Mobile and/or Desktop	No Charge (with active pager)
RavenAlert (leased)	\$9.95 per month, unlimited

MISCELLANEOUS CHARGES, TAXES AND FEES

SHIPPING CHARGES

American Messaging deploys automated order fulfillment as soon as the County orders a new or replacement pager. As an element of our excellent Customer Service, a representative can initiate the shipping order and prioritize it to meet the County's needs for the pager(s) to arrive at the desired location and time. American Messaging will pass on any charges that are incurred for shipping and handling.

TAXES AND FEES

Prices stated in this Proposal do not include state and local sales tax, and other applicable taxes, fees, charges, or pass-through assessments.

Please note: If any federal, state or local government tax, fee, duty, or surcharge (collectively referred to as a "Tax") is required by applicable law to be collected from Customer by Carrier, then (a) Carrier shall bill Customer for such Tax, (b) Customer shall timely remit such Tax to Carrier, and (c) Carrier shall, where applicable, remit such collected Tax to the appropriate taxing authority. If Carrier does not collect a Tax because Customer has provided Carrier with evidence of exemption, and if such as an exemption is later determined to be inadequate, then, as between Carrier and Customer, Customer shall be liable for such uncollected Tax and for all interest, penalties and additions to Tax which are determined to be due with respect to such uncollected Tax.

American Messaging's Explanation of USF Fees - The Telecommunications Act of 1996 requires American Messaging to support the Federal Universal Service Fund. American Messaging will separately list the Federal Universal Service Charge (FUSC) and Regulatory Charge (RC) on our customer's bill. All accounts will be assessed a monthly charge. The actual amount of the FUSC charge may vary monthly. The Regulatory Charge is \$0.06 per line per month as of January 1, 2009.

Some states have developed their own Universal Service programs and the USF rate is determined by the individual state. American Messaging will provide more information regarding this State Universal Service Fund upon request from the County.

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Exhibit 1
Schedule of Compensation

Maximum Compensation. The maximum compensation under this agreement may not exceed \$1,532,115.00 for the initial 3 years.

Monthly Invoicing

The Contractor must submit original invoices to the Bureau of Technology to apply against the contract in accordance with Article 5(b) of the Agreement. Invoices must be submitted in accordance with the mutually agreed upon time period.

Contractor must support each invoice with reasonable detail including Subcontractor costs if applicable. Contractor must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Contractor must submit each invoice in the format directed by the County and provide with it any requested reports in a format acceptable to the County.

EXHIBIT 2

Evidence of Insurance

Insurance Outstanding
Pending.

EXHIBIT 3

SPECIAL CONDITIONS

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SC-01 REPRESENTATIONS AND WARRANTIES

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that the Deliverables shall not contain disabling code planted by Contractor that will activate upon a predetermined date or that can be remotely activated by Contractor without the County's prior written consent;
- ii) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to assure that computer viruses have not been introduced into the Deliverables while the Deliverables are in Contractor's possession;
- iii) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to exclude unauthorized access by third parties, undisclosed programs, or extraneous code or data that may be reasonably expected to damage County Data or the County's software, systems or operations
- iv) warrants that the Deliverables will perform in accordance with the technical requirements in this Agreement and all published documentation specifications for the Deliverables, and shall correct such failure of the Deliverables to do so, during the ninety (90) day period following the later of the County's acceptance of the deliverables or the termination of this Agreement; provided that County shall tender written notice to Contractor of such failure within the thirty (30) days following the warranty period. This warranty shall not apply where any such failure is caused in whole or in part by any party other than Contractor or by any functional, technical, or other limitation of any third party hardware, software, equipment, network, or other means.

SC-02 COUNTY TITLE AND INTELLECTUAL PROPERTY RIGHTS

For purposes of this Agreement, "Property" means: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by Contractor to develop, test, and install computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of the computer programs, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, object code, source code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

All Deliverables created under this Agreement whether made by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof are the property of the County, except for the Contractor IP embodied in the Deliverable. Contractor irrevocably and unconditionally sells, transfers and assigns to County and its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, and all derivative works thereof, except for the Contractor IP embodied in the Deliverables. This sale, transfer and assignment shall be effective immediately upon the County's payment to Contractor for the Services that resulted in the creation of each Deliverable and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof in connection with such work (hereinafter the "County IP").

All copyrightable material contained within a Deliverable and created under this Agreement are works made

for hire. Contractor bears the burden to prove that a work within a Deliverable was not created under this Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to Contractor under such law, Contractor shall and hereby irrevocably does, assign and transfer to the County free from all liens and other encumbrances or restrictions, all right, title and interest Contractor may have or come to have in and to such Deliverable. CONTRACTOR HEREBY WAIVES IN FAVOR OF THE COUNTY (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF THE COUNTY IN WRITING SIGNED BY SUCH PERSONNEL) ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.

Contractor agrees to execute all documents and take all actions that may be reasonably requested by the County to evidence the transfer of ownership of or license to intellectual property rights described in this Section, including providing any code used exclusively to develop such Deliverables for the County and the documentation for such code. Contractor acknowledges that there are currently and that there may be future rights that the County may otherwise become entitled to with respect to County IP that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that Contractor specifically intends the foregoing ownership or rights by the County to include all such now known or unknown uses, media and forms of exploitation.

The County retains all right, title and interest in and to all derivative works of County IP. The County hereby grants to Contractor a nonexclusive, revocable license to use, copy, modify and prepare derivative works of County IP only during the term of the Agreement and only for the purpose of performing Services and developing Deliverables for the County under this Agreement.

SC-03 CONTRACTOR'S INTELLECTUAL PROPERTY AND LICENSE

Contractor will retain all right, title and interest in and to all Property developed by it, i) solely for clients other than the County, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work (hereinafter the "Contractor IP"). The County acknowledges that its possession, installation or use of Contractor IP will not transfer to it any title to such property.

Except as expressly authorized in herein, the County will not distribute, sublicense, rent, reverse engineer, decompile or disassemble Contractor IP.

Contractor grants to the County, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense to any County subcontractor for purposes of creating, implementing, maintaining or enhancing a Deliverable, and create derivative works based upon Contractor IP, in any media now known or hereafter known, to the extent the same are embodied in the Deliverables, or otherwise required to exploit the Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the County the most current copies of any Contractor IP to which the County has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding the County's use of Contractor IP under the license created herein, Contractor shall have all the rights and incidents of ownership with respect to Contractor IP, including the right to use such property for any purpose whatsoever

and to grant licenses in the same to third parties. Contractor shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the County.

SC-04 COUNTY DATA

For purposes of this Agreement, "County Data" means all data provided by the County to Contractor, provided by third parties to the Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including, without limitation, all data sent to Contractor by the County and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data.

County Data, or any derivatives thereof, provided to Contractor or contained in any Contractor repository shall be and remain the sole and exclusive property of the County. Data created or collected from a third party on behalf of the County by the Contractor as part of this agreement, shall become the property of the County. Contractor is provided a license to County Data hereunder for the sole and exclusive purpose of providing services under this agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the services under this agreement. Except for approved subcontractors, Contractor is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Contractor shall not use the County Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Contractor shall not possess or assert any lien or other right against or to County Data.

All County Data, both in motion and at rest, shall be stored only within the continental United States.

SC-05 DATA SECURITY AND CONFIDENTIALITY

Contractor shall implement appropriate measures designed to ensure the confidentiality and security of County Data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the County or an individual identified with the data or information in Contractor's custody. County Data shall only be utilized on a need-to-know basis for the purposes of performing Contractor's obligations under this agreement. The confidentiality obligations set forth in this agreement shall survive the duration of this agreement and continue indefinitely.

Contractor agrees, upon request, to furnish to the County with a description of the steps Contractor has taken to prevent unauthorized access to, use of or disclosure of County Data. Contractor agrees to allow representatives of the County access to Contractor's and its subcontractor's premises where County Data is kept for the purpose of inspective security (physical and electronic) arrangements.

SC-06 SECURITY AND PRIVACY FOR APPLICATION DEVELOPMENT

Contractor shall tender the Deliverables according to industry best practices and in a manner that reasonably protects the security, confidentiality and privacy of County Data and any individuals who may be considered data subjects as to the County, Deliverables, or County Data. At a minimum, and not to the exclusion of any industry best practice, Contractor shall tender the Deliverables in conformance with the following standards where technologically applicable: Microsoft Secure Coding Guidelines for the .NET Framework, CERT Secure Coding Standards, and OWASP Secure Coding Principles. Furthermore,

Contractor's coding practices shall follow the principles of privacy by design and the Federal Trade Commission's Fair Information Practice Principles.

Application Security will depend, in part, on the use of Cook County's pre-existing Microsoft Active Directory system for the management of user accounts and privileges. Cook County is responsible for the administration of this system. Cook County shall be responsible for the protection of data as it enters and leaves the application server. This includes but is not limited to the decision on whether or not to encrypt, the choice of transport protocol, and the security of the network. Cook County through its role as Database Administrator and Server OS Administrator shall be responsible for protection of the data at rest. This includes but is not limited to the selection and configuration of file encryption mechanisms, server security configurations, and the diligent deployment of Windows security patches issued by Microsoft.

EXHIBIT 4

Cook County Board of Commissioners Authorization

Belmont

ATTACHMENT 1

City of Chicago Contract No. 17128

Contract Summary Sheet

Contract (PO) Number: 17128

Specification Number: 8328

Name of Contractor: AMERICAN MESSAGING

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: CITY WIDE PAGING SERVICES

Term of Contract: Start Date: 10/1/2006
End Date: 12/31/2010

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$500,000.00

Brief Description of Work: CITY WIDE PAGING SERVICES

Procurement Services Contract Area: PRO SERV CONSULTING \$250,000or ABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 50077413

Submission Date:

JUN 8 2008

Contract (PO) # 17128

Specification # 8328

Vendor No. 50077413A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF INNOVATION AND TECHNOLOGY (DoIT)

AND

AMERICAN MESSAGING SERVICES, LLC.
DBA AMERICAN MESSAGING



WIRELESS MESSAGING SERVICES AGREEMENT

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List of Exhibits

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Exhibit 2	Wireless Service Plans
Exhibit 3	Network Coverage Area
Exhibit 4	Implementation Plan
Exhibit 5	Plan of Maintenance
Exhibit 6	Performance Standards under the Agreement
Exhibit 7	Schedule of Compensation
Exhibit 8	MBE/WBE Special Conditions and Schedules
Exhibit 9	Economic Disclosure Statement and Affidavit
Exhibit 10	Insurance Requirements and Evidence of Insurance
Exhibit 11	Key Personnel
Exhibit 12	City Authorized Representatives
Exhibit 13	Escalation Procedures
Exhibit 14	Contractor's Back Up Procedures
Exhibit 15	Contractor's Emergency and Disaster Procedures
Exhibit 16	Security Provisions for Specific City Departments

AGREEMENT

This Agreement is entered into as of October 1, 2006 (the "Effective Date"), by and between American Messaging Services, LLC, d/b/a American Messaging, 1720 Lakepointe Drive, Lewisville, Texas 75057, as purchaser of all assets of and successor in interest for purposes of the REP (as defined herein) to Verizon Wireless Messaging Services d/b/a Verizon Wireless ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Business Information Services ("City"), at Chicago, Illinois.

The City and Contractor agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions The following words and phrases have the following meanings for purposes of this Agreement:

"Abuse" means physical damage, including water damage, to the Services or a Product which can not be attributable to ordinary use or wear and tear or weather conditions.

"Acceptance" means acceptance by the City of Products, either upon successful completion of Roll-Out, as set forth in Section 2.1C or after successful testing of a Product Order, as set forth in Section 2.1D.

"Accessories" means batteries, pager holders, and other equipment to be furnished by Contractor which is useful or required for efficient use of Pager Units, as described in Exhibit 2.

"Account Manager" or "Contractor's Account Manager" means the Contractor's Account Manager described in Section 2.1 F or such other person designated by the Account Manager in writing.

"Activation" means the activation of a Pager Unit by Contractor for use with the Network after delivery to the City of such Pager Unit and assignment of its wireless telephone number, cap code and/or Internet address.

"Activation Date", as to any Pager Unit is the date of Activation of such Pager Unit.

"Activation Fee" means the fee charged by Contractor upon Activation of each new Pager Unit as set forth in Exhibit 7. No Activation Fee shall be charged for Substituted Products.

"Additional Products" means Products not described in Exhibit 2 which are provided by Contractor pursuant to an amendment to this Agreement for the purpose of providing additional capability for use of the Wireless Services and which augment or replace Initial Products.

"Additional Services" means those services which are within the general scope of Services of this Agreement, but which are not contained in the description of Services required under Section 2.1 and Exhibit 1 to this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" means this Wireless Messaging Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Alphanumeric Pages" means Wireless Paging Services which allow for transmitting and receiving of text messages, call back numbers, and the receipt and storage of external data.

"Authorized City Representative" or "Authorized Representative" means the person or persons the City designates in writing to Contractor as being authorized to coordinate operations under this Agreement with the Contractor, including the placement of Product Orders. The list of initial Authorized City Representatives is set forth as Exhibit 12.

"Business Day" means a business day in accordance with the City of Chicago's business calendar, unless expressly noted herein. Upon request, the City will provide to Contractor a list of designated City holidays for the applicable year.

"Chief Procurement Officer" means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on his behalf.

"City" means the City of Chicago, a municipal corporation and home rule unit of government existing under the Constitution of the State of Illinois.

"Code" means the Municipal Code of the City of Chicago, as amended.

"Chief Information Officer" means the Chief Information Officer of the Department of Innovation and Technology Services, and any representative authorized in writing to act on the Chief Information Officer's behalf.

"Confidential Information" means all City and third party personnel information, financial data, technical, programming and software information and any information labeled or marked confidential, and information which Contractor should reasonably know is Confidential Information related to City's business or Third Party Programs. Such Confidential Information includes all information of the City or third parties made available to Contractor by the City that is not permitted to be disclosed to third parties by agreement or under local laws and regulations. Confidential Information also includes any verbal or oral information which City advises is confidential at the time of disclosure.

"Dead Zone" shall mean a physical or geographic area within the Network Coverage Area where a substantial number of Users using a Pager Unit operating within its Pager Unit Range are consistently unable to access the Wireless Services, either in the reception or the transmission of messages, signals, or information, or where such access is substantially diminished in the opinion of an Authorized City Representative or Priority User, confirmed by testing performed by the Contractor. A Dead Zone shall not be deemed to encompass a Product Deficiency.

"Deficiency" shall mean a failure of Products or Services, or both to meet the applicable requirements of this Agreement. The term "Deficiency" includes both Product Deficiencies and Network Deficiencies.

"Department" means the City of Chicago Department of Innovation and Technology Services (DoIT).

"Emergency Trouble Report" means an oral or written Trouble Report delivered to the Contractor by an Authorized City Representative advising of the loss or significant diminution of Wireless Messaging Services to multiple Pager Units or to at least one Priority User. Contractor will immediately upon receipt of an Emergency Trouble Report open a "Trouble Ticket" in its Call Tracking System and provide written confirmation of receipt of each Emergency Trouble Report.

"FCC" means the Federal Communications Commission or any successor agency thereto.

"Force Majeure Event" means acts of God, strikes (except for strikes where an adverse decision against Contractor is reached by the National Labor Relations Board), severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage arising solely from the failure of third party suppliers to supply Products in a timely fashion, or any other event or causes beyond Contractor's reasonable control; provided that such events are unforeseeable and Contractor has taken and continues to take all reasonable measures to mitigate the adverse effect of the Force Majeure Event.

"Group Messaging Services" means the distribution of One-Way Messaging Services to a pre-defined list of City employees, as managed and updated by the City.

"Implementation Plan" means the plan set forth in Exhibit 4 for delivery, testing, and acceptance procedures for Products during Roll-Out, and their full interoperability with Contractor's Network for the term of this Agreement. The Implementation Plan is further described in Section 2.1 C.

"Maintenance Plan" is the plan for maintenance services for Products and the Network (insofar as the Wireless Services may be affected) set forth in Exhibit 5.

"Network" or "Contractor's Network" means the Contractor's digital wireless mobile network used to provide Wireless Services, including but not limited to wireless switches, cellular towers and other sites, relay systems, network antennas, telecommunication processors, and other transmission and generation infrastructure, all as described in Exhibit 1.

"Network Coverage Area" for all Wireless Services means the geographical areas within and around the boundaries of the City of Chicago as set forth in Exhibit 3. The Network Coverage Area shall in all cases be deemed to include, but not be limited to, the following critical areas (collectively "Critical Areas") unless clearly excluded in Exhibit 3: (a) O'Hare International Airport, Midway Airport and any other airport operating in the City of Chicago, including sub-surface areas and bordering communities; (b) Inner and Outer Lake Shore Drive (with special emphasis on the areas between Randolph Street and Ohio Street); (c) Upper and Lower Wicker Drive (d) transmissions and receptions to and from points within the City of Chicago and points within the City of Springfield, Illinois; and (5) inside buildings, sub-basements and highly congested areas within the areas described in this definition.

"Network Deficiency" means a loss or diminution of Wireless Service for any Product that results from any problem, failure or defect of Contractor's Network, including, but not limited to switching systems, network antennas, telecommunications processors, cell towers and relay systems, and interconnections with the Public Switched Telephone Network.

"Network Disruption" means an unplanned outage or system disruption which disrupts the ability of the Network to process, receive or transmit wireless pages to all or a portion of the Network Coverage Area, including in particular, the City's Wireless Functions or the Services.

"Numeric Pages" means Wireless Paging Services where the call-back information is in numeric form.

"One-Way Messaging Services" means Wireless Paging Services wherein the user is only able to receive, but not transmit, Numeric Pages or Alphanumeric Pages.

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"Pager Response Time" means: (i) for One-Way Messaging Services the time from caller disconnect to receipt of the numeric or alphanumeric message by the called Pager Unit; and (ii) for Two-Way Messaging Services means the time from caller disconnect to receipt of the numeric or alphanumeric message by the intended recipient.

"Pager Unit" or "Units" shall mean one or more individual wireless pagers which are covered under this Agreement.

"Pager Unit Range" as to any Pager Unit, shall mean the designated receiving and transmittal range for such Unit as set forth in Schedule of Rates set forth in Exhibit 7.

"Pages" means non-voice wireless messages, which can be alphanumeric or numeric, which are transmitted to and from Pager Units through Wireless Messaging Services.

"Performance Standards" means the applicable performance standards for each of the Wireless Services and the Products when using the Network set forth in Section 2.2 of this Agreement and in Exhibit 6. Contractor shall provide periodic reports to the City summarizing Contractor's compliance with the Performance Standards, as requested by City Authorized Representatives.

"P.O.2" for purposes of this Agreement means a grade of service where less than two percent (2%) of all calls using the Network are dropped or blocked and at least ninety-eight (98%) of all calls are connected successfully and terminated normally, including during peak busy periods.

"Priority User" means Users on the list, which may transmitted in electronic form, to be furnished by the City to Contractor from time to time as to Users whose Trouble Reports are to be treated as Emergency Trouble Reports by the Contractor as described in Section 2.1 F. The City acting through its Authorized Representatives shall advise Contractor as to which Priority Users to attend to in case of an Emergency Trouble Report or any circumstance in which Contractor is uncertain which Priority User's Trouble Report should be attended to first. Priority Users shall include, but not be limited to: (1) a Users of a Paging Unit assigned to the Mayor's Office; (2) Users of a Pager Unit assigned to the Office of Special Events during a special event; (3) Users of a Paging Unit assigned to Chief Information Officer, Managing Deputy Chief Information Officer or First Deputy Chief Information Officer; (4) Users of a Paging Unit assigned to personnel involved in public safety or homeland security; and (5) Users of a Paging Unit assigned to an Authorized City Representative.

"Product Deficiency" means a defect or malfunction in any Product which prevents it from performing as required by its specifications or under this Agreement. In the case of any Pager Unit, a Product Deficiency would include the inability of such Pager Unit to send or receive wireless messages within the applicable Pager Unit Range or any material diminution of such ability not caused by the user's error or a Network Deficiency.

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"Product Order" means the written order for Products to the Contractor executed by an Authorized City Representative, which may include necessary activation, programming or installation. Product Orders involving Additional Products and/or Additional Services may require an amendment to this Agreement. No Product Orders are necessary for Roll-Out under the Implementation Plan.

"Products" means any of the wireless Pager Unit described in Exhibit 1 (including licenses and sublicenses of related software), programming software, product manuals and instructional materials and Accessories which are leased or licensed to the City pursuant to this Agreement. The term "Products" when used in this Agreement shall include all Products and Additional Products, unless the context clearly indicates otherwise.

"Public Switched Telephone Network" means the world-wide land-line based communications system involving local and long-distance networks which is accessible to the general public.

"RFP" means the City's Request for Proposals for Wireless Communications, Specification No. 8328.

"Roll-Out" means the process during which the Products are put into full operation in Phases by the Contractor so that the Wireless Messaging Services are fully operational using such Products and that One Way Messaging Services and Two Way Messaging Services as called for in the Agreement may be received and transmitted from point to point.

"Roll-Out Phases" or "Phases" means the grouping of City departments and/or personnel for purposes of Roll-Out by type, geographical location or common element as described in the Implementation Plan.

"Risk Management Office" means the Risk Management Office in the City's Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Services" means, collectively, the leasing of the Products and the furnishing of the Wireless Messaging Services, maintenance services under the Maintenance Plan, back up and emergency and disaster support, administrative and account management assistance, billing services and review and other duties and responsibilities described in Article 3 and various Exhibits to this Agreement and any and all work necessary to complete them or carry them out fully and to the standards of performance required in this Agreement, including, without limitation, the provision or installation of any equipment.

"Software" means collectively (i) third party software embedded in Products; and (ii)

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other software being licensed to the City from the Contractor pursuant to this Agreement. Software does not mean, for purposes of this Agreement, any City owned software or software licensed from a third party vendor.

"Subcontractor" means any person or entity with whom Contractor contracts specifically to provide any part of the Services under this Agreement, including subcontractors and subcontractors of any tier if retained specifically in connection with the Services, whether or not in privity with Contractor, including affiliates of Contractor.

"Substituted Product" means a Product or Unit substituted for another Product or Unit as a result of a Product Deficiency or technology refresh pursuant to Section 2.4C.

"Trouble Report" means a report from a User or an Authorized Representative to the Contractor of a Deficiency.

"Two-Way Messaging Services" means two-way Wireless Messaging Services where the recipient can acknowledge receipt of the page and can write and send e-mail messages.

"Unauthorized Access" has the meaning given such term in Section 2.12.

"User" means the end-user of a Product under this Agreement, normally the City employee assigned to such Product.

"Warranty Protection" means Contractor's Warranty as to Products and Services set forth in Section 7.1 k.

"Wireless Messaging Services" or "Wireless Services" means the delivery of non-voice information to a mobile Pager Unit to be provided by the Contractor to the City pursuant to this Agreement and includes, but is not limited to, the One-Way Messaging Services (including Numeric Pages and Alphanumeric Pages as set forth in Exhibit 1), Two-Way Messaging Services, Group Messaging Services, voice-mail, custom greetings, text messaging, operator dispatch and the other features to be provided by Contractor, all as described in Exhibit 1 and any Additional Services to be provided pursuant to this Agreement.

"Wireless Service Plans" means the Wireless Service Plans (including all features and enhancements) and setting forth the Products, Wireless Messaging Services (on the basis of Numeric Pages, Alphanumeric Pages and Two-Way Messaging Services), and costs per month for such Wireless Messaging Services which are being implemented under this Agreement as of the Effective Date. The Wireless Service Plans are set forth in Exhibit 2. The Wireless Service Plans may be replaced or materially altered throughout the term of this Agreement by amendment to this Agreement as set forth in Section 2.1 G. modifications to the Wireless Service Plans for purposing of updating or improving the Wireless Services pursuant to Section

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2.4 and which do not require an overall increase in compensation to the Contractor and which do not adversely affect existing Wireless Messaging Services may be accepted by the Chief Information Officer and the Chief Procurement Officer.

1.2 Interpretation

- (a) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- (b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- (c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- (e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- (f) All references to a number of days mean calendar days, unless indicated otherwise.

1.3 Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Wireless Service Plans
Exhibit 3	Network Coverage Area
Exhibit 4	Implementation Plan
Exhibit 5	Plan of Maintenance
Exhibit 6	Performance Standards under the Agreement
Exhibit 7	Schedule of Compensation
Exhibit 8	MBE/WBE Special Conditions and Schedules
Exhibit 9	Economic Disclosure Statement and Affidavit
Exhibit 10	Insurance Requirements and Evidence of Insurance
Exhibit 11	Key Personnel
Exhibit 12	City Authorized Representatives
Exhibit 13	Escalation Procedures
Exhibit 14	Contractor's Back Up Procedures
Exhibit 15	Contractor's Emergency and Disaster Procedures

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ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 Scope of Services; Lease of Products

In General

Contractor shall lease Products and furnish the Wireless Services to the City and integrate the Products with its Network so that the Wireless Services operate as required in this Agreement. This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 2.2 and Exhibit 3 B. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, which is attached to this Agreement and incorporated by reference as if fully set forth here. The Wireless Service Plans are set forth in Exhibit 2.

During Roll-Out, the Contractor will provide the Products at the times and dates and numbers as set forth in the Implementation Plan, including any necessary installation, plus air time, maintenance of all Products, and the necessary administrative and maintenance personnel.

Except with regard to Products furnished part of Roll-Out, the Contractor will provide Products pursuant to Product Orders, as described in Section 2.1 D of this Agreement, including any necessary activation, installation, plus air time, maintenance of all Products, and the necessary administrative and maintenance personnel. Certain Product Orders will require prior amendment to this Agreement as set forth in Section 2.1 D.

Throughout the term of the Agreement, Contractor shall maintain its Network and all Products in accordance with the requirements of this Agreement and the Plan of Maintenance set forth in Exhibit 5, and further subject to the Warranty Protection as to Products set forth in Section 7.1 K. Contractor has engineered its overall Network to a grade of service equivalent to P.O.2. Contractor represents that it will continue to maintain its Network affecting the City at least at such grade of service, except when conditions make such grade of service technically infeasible. In case its Networks affecting the City have a loss of Service due to a System Deficiency which brings such grade of service below P.O.2, Contractor shall make every commercially reasonable effort to restore such grade of service within the times for restoration of Service set forth in this Agreement.

B. Access to the Network; Network Testing

1. Except as may be limited by the Pager Unit Range for Particular Pager Units as set forth in Exhibit 2, the Contractor will provide access to Contractor's Network for all Products furnished by Contractor throughout the Network Coverage

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Area. Within the parameters set forth in Exhibit 6, the Contractor must provide effective transmission consistent with the terms of this Agreement and reception within the Network Coverage Area. Contractor shall provide evidence of coverage in the Network Coverage Area described Exhibit 3. The Contractor should provide an effective signal between the City and the City of Springfield and that also provides effective transmission and reception that meets the Performance Standards.

2. Contractor shall assign one wireless number, cap code and/or Internet address, as applicable, to each Pager Unit in service under this Agreement. Contractor may change a User's wireless number upon thirty (30) days written notice only if it is necessary to comply with regulatory requirements and if such change is so necessary for other technical reasons. Contractor shall also advise a City Authorized Representative of the reason and regulatory ruling requiring such change. The City, acting through an Authorized City Representative, can also request a change of any User's Wireless Number in writing and Contractor shall make such change within eight business (8) hours of receipt of such request.

3. In order to meet the requirements of the City for seamless access to the Contractor's Network through the use of the Products, Contractor shall rigorously test the Network both before Rollover and at the City's request if a Network Deficiency is identified, at least every six months thereafter. Such testing shall involve testing the ability of Products and the Network to meet Performance Standards in various areas of the City. The areas for testing shall be determined by the City in writing prior to each Network testing date. Contractor warrants that the Network is generally redundant as set forth below so that the loss of any portion of the transmission system will be backed-up by an alternative route. In particular, prior to Product Acceptance in relation to Roll-Out and every twelve (12) months thereafter, Contractor shall test and certify to the City as to the ability of the Network and the Products to meet the Performance Standards in the Network Coverage Area, as to any Network Deficiencies therein found, and as to the steps Contractor is taking to eradicate any such problems. For purposes of this paragraph 3, Contractor represents that it is "redundant" to the extent set forth below: Contractor employs redundancy in all critical terminal power plants. Battery back-up and, in most cases, a permanent back-up generator, are used to ensure minimal down time for customers. Contractor's 900 MHz satellite controlled paging system has both redundant encoding equipment and satellite transmitters, in addition to duplicate telephone facilities, all located at the satellite up-link. Contractor's terminal networking is accomplished via state of the art networks, backed up in the event of failure by dial-up phone lines or satellite back-hauls. Contractor's terrestrial link transmitter system also employs fully redundant link transmitters. On systems where redundancy is not available, ample spares are always inventoried to minimize the impact of failure.

4. In the event an Authorized City Representative communicates to the Contractor concerning the existence of a Dead Zone within the Network Coverage Area, Contractor shall provide the City with a report on the causes of such Dead Zone ("Dead Zone Report") within three business days following such initial communication. Further, Contractor shall eliminate each Dead Zone within thirty (30) days ("Remediation Period") of the date of Dead Zone Report, unless Contractor certifies to the Chief

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Information Officer, after conducting appropriate and verifiable tests, that correction of the Dead Zone is (i) "technically infeasible" because there is no present technology reasonably available to Contractor which would eliminate the Dead Zone (ii) would require the use of City owned facilities or third party facilities for which permission would be required and would not be granted or (iii) would require "substantial new investment", as defined below. In the event that clauses (i) (ii) and (iii) above ("Remediation Exceptions") are not applicable, Contractor may request additional time from the Chief Information Officer beyond the Remediation Period to eliminate the Dead Zone, which request shall not be unreasonably denied ("Extended Remediation Period"). Except as set forth below, the Extended Remediation Period shall not exceed ten (10) days without an amendment to this Agreement. Failure to provide a Dead Zone Report (including a discussion of applicable Remediation Exceptions) in the time required or (in the absence of any Remediation Exception) to actively seek to eliminate a reported Dead Zone during its Remediation Period or the Extended Remediation Period and to actually eliminate the Dead Zone by the conclusion of the Remediation Period or the Extended Remediation Period, as applicable, is an event of default. For purposes of this Agreement, the phrase "substantial new investment" means a determination by Contractor that remediation of the Dead Zone would require installation of additional equipment, including, but not limited to, transmitters, and that the cost of such equipment, when added to any other new investments required of Contractor under the duration of this Agreement would exceed 7% of the total amounts to be paid under this Agreement. In the event of a Remediation Exception based on (iii) above, Contractor will negotiate the costs of any "substantial new investment" with the City to determine as set forth in this paragraph 5 below.

5. In the case of a Remediation Exception described in clauses (ii) or (iii) in paragraph 4 above, Contractor shall inform the City in the Dead Zone Report of the options available for remediating the Dead Zone. The City shall then determine what course, if any, it wishes to be taken. Contractor and the City shall negotiate in good faith as to what steps should be taken and for an equitable allocation of costs. In the event that no agreement can be reached as to such remediation and the Dead Zone has a significant negative impact on the quality of City services, as reasonably determined by the City, the City may terminate this Agreement pursuant to Section 8.3 or elect to continue this Agreement under the existing conditions.

6. Contractor has also furnished as part of Exhibit 3, coverage maps for the State of Illinois that detail coverage areas. Contractor guarantees reception and coverage of at least 95% of the time ("Network Coverage Guarantee") in the Critical Areas within the Network Coverage Area over each twelve-month period. Failure to meet the Network Coverage Guarantee more than once is grounds for termination on the grounds of breach, unless such failure was caused by a Force Majeure Event.

Implementation Plan/Roll-Out

1. Interface and Integration Testing. Contractor represents to the City that all Products delivered to the City for use under this Agreement in the initial roll-out are new and that all Products delivered after such initial roll pursuant to a Product

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Order shall be either new or like new, refurbished equipment. The manufacturer of the Pager Units has represented to Contractor that the models of the Pager Units have been fully tested by Contractor prior to delivery and that Contractor has no reason to believe that all Pager Units will not receive or transmit Wireless Messages using the Network to the Pager Units in accordance with the Performance Standards under this Agreement without interface and/or connectivity problems either with Contractor's Network or with the telecommunications systems of third parties. Contractor will also test Pager Units on a random basis on a percentage basis which is commercially reasonable and consistent with good practices in the industry for each Product Order and during roll-out before shipping the Product Units to the City. All Pager Units that are programmed for group calls shall be tested. Contractor shall also provide all Services necessary to complete successful Rollout and Activation for all Pager Units fully in accordance with applicable Performance Standards. Interface or connectivity problems within the context of this Agreement shall mean the inability to send or receive Pages using Pager Units within the Network Coverage Area and within the applicable Product Unit Range because of distortion or because of incompatibility of Pager Units with Contractor's Network or with any other necessary third party telecommunications networks.

2. Implementation Plan

The Implementation Plan set forth in Exhibit 4 details how Users will be equipped with the appropriate Pager Units and how and when Activation will occur. The Implementation Plan also includes a plan of transition and migration during Roll-Out. As part of the Implementation Plan, the City shall provide a current list in both hard copy and electronic form of all Users to be equipped with Pager Units during Roll-Out including type of Pager Unit, User names, departments and User wireless phone numbers. Contractor shall then deliver Products to the City for Activation and programming. Any deficiency in the testing of a Product or Pager Unit during Rollout shall result in either retesting or replacement of the Deficient Product or Pager Unit with an equivalent substitute Product or Pager Unit at no charge to the City until the problem is fully corrected and resolved to the City's satisfaction. Participation by the City in the tests shall not relieve Contractor of its responsibility and liability for successful Roll-Out.

4. Testing

During each Phase of Roll-Out, the City reserves the right to inspect all Products and perform any tests that the City deems necessary to adequately demonstrate that the Products meet the Performance Standards for a period of ten (10) Business Days for each Product, including Accessories, included in such Phase ("Testing Period"). Products which have Product Deficiencies, damage or nonconformance with relevant Product specifications or Performance Standards may (at the City's option) be returned to Contractor at Contractor's expense for replacement by a Substitute Product, which process shall continue until all Product Deficiencies for each Product covered in such Phase shall be resolved. If during the Testing Period, a Major Failure occurs (as defined below), and such failure is attributable to the Contractor or its Subcontractors (including Deficiencies), then Contractor shall remedy such failure and a new ten (10) day Testing Period shall begin (the "Extended Testing Period"). If during the Testing Period or the

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Extended Testing Period, in the event of complete or substantial failure of the Wireless Services attributable in whole or in part to Deficiencies, Contractor shall take all steps necessary to remedy the failure and shall provide the City with an alternative method of performing the Wireless Functions as anticipated in this Agreement while the problem is being fixed. For purposes of this Section "Major Failure" means the failure of ten percent (10%) of Products in a Roll-Out Phase to function with the applicable Product Testing Requirements as a result of which the City is unable to perform or is only able to perform after substantial delay the Wireless Services using such Products. If the Wireless Services and the Products in any Roll Out Phase or Phases still fail to meet the Product Testing Requirements or the Performance Standards established for Roll-Out Acceptance within thirty (30) days of completion of any Roll Out Phase, the City may declare a default under this Agreement and seek all remedies set forth in this Agreement.

Products which do not conform to the relevant Product specifications or that are otherwise damaged may also, at the City's option, be returned to Contractor (at Contractor's expense) for replacement, or the City may cancel that portion of the Roll-Out Phase relating to the nonconforming Products at no charge to the City. For any such returned defective Product, the City shall either offset the cost of said Product plus freight, or request a refund for said amounts. The warranty period for any Product repaired or replaced pursuant to this Section shall be one (1) year from the date the repaired or replaced Product is received by the City.

5. Roll-Out Phase Acceptance. Once Roll-Out has been successfully completed as to any Roll-Out Phase, the City has received all Products to be covered in such Phase, Testing (or Extended Testing) for such Phase has been successfully completed and the Wireless Services are performing properly in accordance with the performance requirements under this Agreement as to such Phase, Roll-Out Acceptance shall occur as to all Products covered in such Roll-Out Phase. In no event will Roll-Out Acceptance occur or the Products in any Phase be deemed to be Accepted until the Performance Standards applicable to such Phase has been achieved as to all Pager Units in that Roll Out Phase. Upon the Chief Information Officer's sole determination that the Acceptance of a Roll-Out Phase has occurred, an Authorized City Representative will inform Contractor of such Acceptance.

6. Group Messaging List Management

Contractor shall provide web-based applications to manage the administration of Group Messaging contact lists, address books, group lists and other similar functions. Such tools shall be accessible from Contractor's central Web Site and extendable to internet-ready PC's in the City's enterprise network for creating and managing contacts. Such tools are further described in Exhibit 2.

D. New Product Orders

1. Product Orders. (A) Product Orders shall be used by the City to purchase Products not included in the Implementation Plan. Product Orders shall be in writing and to be effective must be signed by an Authorized City Representative. The

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Contractor shall provide new or replacement Products covered under a Product Order within three (3) business days of the time of the Product Order. Procurement by Product Orders shall follow the procedures and forms set forth under the heading "CoC Pager Procurement Process" in Exhibit 1. Contractor intends to deploy automated order fulfillment as soon as the City places a Product Order. If any Product used by the City pursuant to this Agreement is upgraded or improved, the Contractor must offer such upgraded Product as part of such Wireless Service Plan at the price no greater than that in effect prior to such upgrade or replacement. Any Additional Products may only be subject to as Product Order through an amendment to this Agreement. For each such provisioning, the Contractor must provide the City with the following information:

- (i) City department and name of City employee served;
- (ii) Name and telephone number of the Contractor's employee that delivered the Product or Products;
- (iii) A description of each Product type, including the manufacturer, model numbers and geographical coverage.
- (iv) Assignment of applicable wireless telephone number to each unit, cap code and internet address, as applicable.

(B) All Products furnished to the City, whether through the Implementation Plan or through Product Orders shall include the following accessories at no extra charge: (i) live alkaline batteries in all Pager Units, including spares, upon initial delivery (the City shall be responsible for purchasing replacement batteries thereafter); and (ii) belt clips or holsters.

2. Delivery/Time of Performance. The City requires that delivery of Products be made within the shortest timeframe possible but no later than three (3) business days from the placing of the Product Order, subject to Product availability. Contractor shall make every reasonable effort to have sufficient Products available to meet the delivery time requirements. The date and place of delivery of Products under this Agreement shall be agreed upon between the Authorized City Representative placing the Product Order and Contractor at the time the Product Order is placed. Deliveries will be made to the City between the hours of 8 a.m. and 5 p.m. on Business Days unless other arrangements have been made or in case of emergency deliveries as described in this Agreement. In an emergency as reasonably determined by the City or upon specific request of the Chief Information Officer, the Contractor will deliver the Products to the Department's main office, unless otherwise specified, at no extra charge.

Contractor shall release the Products only to an Authorized City Representative. All Product Orders must be supported by Contractor's Sales/Delivery Receipt. This receipt must be signed by an Authorized City Representative with a copy retained by the City. Copies of signed Sales/Delivery Receipts must accompany all Products invoices. The City will not pay for Products not supported by a signed Sales/Delivery Receipt.

2. Testing of Products Pursuant to Product Orders. When the Product is delivered to the City pursuant to a Product Order, the City shall have ten (10) Business

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Days to test the Products in such Product Order to ensure their proper operation. The City may perform such tests as it deems necessary to ensure that such Products meet the Performance Requirements. In case of any Product Deficiency during a Product Order, the testing process set forth in Section 2.1 C 4 shall be used. In cases where an Additional Product is being delivered to the City, the City may retain the existing Product as a back-up for the ten (10) day period and the Services shall not be terminated to the existing Product until testing for the Additional Product has been satisfactorily completed in accordance.

Products which do not conform to the relevant Product specifications or that are otherwise damaged may also, at the City's option, be returned to Contractor (at Contractor's expense) for replacement, or the City may cancel that portion of the Product Order relating to the nonconforming Products at no charge to the City. Procedures and warranty provisions shall be the similar to those set forth for a Roll-Out Phase.

4. Acceptance of Product Orders. Products in a Product Order shall be deemed accepted unless the City provides notice otherwise within the ten (10) business day period following the Product's delivery to the City; provided that all documentation connected with such Product order have also been delivered with the Product

E. Training. Training materials shall be furnished to the City, either through hard copy or web-based ("Manuals"), at the City's preference, in sufficient numbers and at the time of Roll-Out for Users affected by each Phase or Product Order. The City shall receive either a perpetual, paid up, irrevocable, global, royalty free license to use, copy, modify, maintain and create derivative works from such Manuals (including the intellectual property contained therein) or shall be the owners of all such materials. All such Manuals and the appropriate training schedules shall be submitted to the City for review and comment at least 30 days prior to commencement of the training for a Phase or under a Product Order. Manuals and software computer based instructions shall be updated or revised as deemed necessary or useful by Contractor at no additional charge and Contractor shall be responsible for performing updates to the Manuals reflecting changes in usage or Products by the City. Contractor shall provide such training as is agreed to in the Implementation Plan set forth in Exhibit 4.

F. Support and Maintenance

1. Support. Contractor will provide telephone and web-based support on a year-round seven days per week, 24 hours per day basis. Contractor shall maintain at no extra cost to the City a separate access to a customer service center via a toll-free help line to report Network Deficiencies. Contractor shall respond to Trouble Reports through dedicated personnel to telephone within forty eight (48) hours. In the event of a Trouble Report from a Priority User, Contractor shall respond through dedicated personnel within four (4) hours. Contractor shall be able to perform remote diagnostics for all Network Deficiencies.

2. Defective Products and Spare Pager Units

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Leased Pager Units. Throughout the term of the Agreement, Contractor will exchange any leased Pager Units that are defective or malfunctioning in the absence of Abuse, at no additional cost to the City. Contractor will also provide the City with spare Pager Units in amounts equal to five percent (5%) of all Activated Pager Units which the City shall keep available to replace lost or damaged Pager Units or to provide Wireless Messaging Services for new Users. The City shall not be charged for such Pager Units until they are Activated and then only to the extent that they add to the number of Pager Units deployed rather than replacing a lost or damaged Pager Unit. Spare Pager Units shall be made available to the City by model or comparable like/model in proportion to the deployment of such model among Activated City Pager Units. Contractor shall furnish additional Spare Pager Units as needed on request of an Authorized Representative in order to meet the requirements of this paragraph within three business days of such request. Contractor shall also prepare an inventory of recommended spare parts and units of Products including names, catalogue numbers, quantity stocked and location.

Spare Accessories Broken or lost belt clips, battery covers and holsters shall be considered as normal wear and tear, and will be replaced by Contractor without charge. Contractor will provide to the City a supply of belt clips, battery covers and holsters at no charge to keep on site equal to five percent (5%) of the current population of active Pager Units. Example: 100 active Pager Units = 5 of each: belt clip, battery covers, holsters. Contractor shall supply replacement accessories to the City when requested by an Authorized City Representative at the same times as replacement or repaired Pager Units are furnished (if accompanying a Maintenance Report or Product Order) or within three (3) business days (if such accessories are being furnished without Product Orders).

If Contractor does not supply an affected User with a suitable replacement Pager Unit which is able to perform the applicable Wireless Services and meet the applicable Performance Standards under this Agreement within the applicable time period forth in the Maintenance Plan in Exhibit 5, then the City may declare an event of default without possibility of cure, and may invoke any of the remedies provided for in Section 8.2 of this Agreement.

3. Pager Replacement Program

Contractor offers to the City its Pager Replacement Program (PRP) at a low monthly rate per unit, which will expediently replace any pager that is lost, stolen, or damaged beyond repair for the rates set forth in Exhibit 7.

4. Network Maintenance

Network Deficiencies in all or a portion of the Network Coverage Area materially affecting the Wireless Messaging Services shall be reported to an Authorized City Representative through Contractor's Account Manager within thirty (30) minutes of the Account Manager or a designated back-up being notified of the deficiency. If the loss or diminution of Wireless Messaging Services occurs due to a Network Deficiency, (i) the Contractor must complete repairs or upgrades as needed so that the City receives all Wireless Services meeting the applicable Performance Standards within twenty-four (24)

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hours of receipt of a Trouble Report which involves Priority Users and (ii) Contractor shall use reasonable efforts to complete such repairs or upgrades within seventy-two (72) hours for a Trouble Report which does not involve Priority Users, although such reasonable efforts shall not constitute a guaranty (collectively, the "Initial Network Repair Periods"). An Initial Network Repair Period described in (ii) above shall be extended at the request of Contractor for an additional seventy-two (72) hour period and an Initial Network Repair Period described in (i) above may be extended if Contractor notifies an Authorized City Representative of the need for such extension prior to expiration of the applicable Initial Repair Period and explains in writing why such longer period is needed ("Extended Network Repair Period"). Contractor may ask in good faith to extend an Extended Network Repair Period for a period not to exceed three (3) days to cure an ongoing Network Deficiency and such request shall not be unreasonably refused if the City is satisfied that Contractor is using all reasonable efforts to cure the Network Deficiency and that the solution is likely to be resolvable within the additional requested time. The City shall be provided credits as set forth in paragraph 10 of this Section 2.1 F. 3 during any period of unresolved Network Deficiency.

In the event Contractor does not return the Wireless Services to full applicable Performance Standards for all Pager Units within the applicable Initial Network Repair Period or the Extended Repair Period, as the case may be, then the City may declare an event of default, and may invoke any of the remedies provided for in Section 8.2 of this Agreement.

5. Planned Network Maintenance.

Contractor periodically performs preventative maintenance on its Network, including but not limited to stress and coverage testing ("Planned Maintenance"). In the event that such maintenance shall require planned Network Disruption or the loss or diminution of the Wireless Messaging Services, Contractor shall inform the Chief Information Officer and all Authorized City Representatives of the anticipated planned maintenance outages as far out as is possible and in no case later than five (5) Business Days in advance, and shall provide an additional reminder at least twenty-four (24) hours in advance of the planned maintenance outage. The City acting through the Chief Information Officer may also request Contractor to delay and reschedule Planned Maintenance to a time mutually agreed on by the parties in the event the Chief Information Officer reasonably believes that such delay and rescheduling is in the public interest and such request is made at least forty-eight (48) hours prior to the Planned Maintenance time. Planned Maintenance shall be performed within the hours of 12:00 and 5:00 AM CST and shall not exceed two (2) hours unless otherwise agreed to by the Chief Information Officer. Planned Maintenance which does not meet the foregoing parameters and which has not been agreed to in writing by the Chief Information Officer shall constitute an event of default under Section 8.1 of this Agreement.

6. Emergency Planned Outage

Under emergency conditions or in order to avert an impending emergency, Contractor may need to perform corrective measures to the Network which would cause

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temporary loss of Wireless Service ("Emergency Planned Outage"). In such event, Contractor shall make every effort to provide prior notice to an Authorized City Representative and to the Chief Information Officer, such notice to be confirmed in writing the next business day. If such prior notice is impractical, then Contractor shall follow the procedures set forth above for an "Network Disruption". Contractor shall take all reasonable steps to minimize the period and extent of disruption during an Emergency Planned Outage to the Wireless Services, including use of back-up procedures set forth in Exhibit 14 and 12. In case of a disaster or other emergency, Contractor may suspend some or all Wireless Messaging Services on the instructions of the City's Office of Emergency Management and Communications. Such emergency suspensions of service will not constitute failure to meet service requirements of this contract.

7. Back-Up Procedures

Contractor shall implement back-up procedures for the Network in order to cope with Network Disruption and/or Emergency Planned Outages as quickly as possible so that the City does not lose the Wireless Services or that such loss is kept to a minimum, all as described in Exhibit 14. The City may use Products in the Emergency Pool as spares to the extent and for the time period described in the Exhibit 14 and shall have credits for such use as set forth in Exhibit 7. Such plan shall include procedures allowing temporary activation or re-activation of Pager Units upon voice authorization of the Chief Information Officer or his or her designee.

8. Network Disruption and Disaster Plan

In the event of Network Disruption, whether or not during maintenance, Contractor must follow the procedures set forth in Exhibit 15 any time Contractor (including any of its employees or Subcontractors) has actual knowledge of or has reason to know of the Network Disruption. Contractor, at the request of a City Authorized Representative shall explain directly to affected City personnel the causes and remedies of any Network Disruption. In case of a disaster or other emergency, Contractor may suspend some or all Wireless Messaging Services on the instructions of the City's Office of Emergency Management and Communications. Such emergency suspensions of service will not constitute failure to meet service requirements of this contract. Contractor will provide a Network Disruption and Disaster plan as described in Exhibit 15 and shall implement any required improvements needed to implement such plan pursuant to the schedule described in Exhibit 15.

9. State-Wide Shutdown

In the event of any state-wide or national shutdown of the Network, in whole or in part, which affects the Wireless Functions, Contractor shall immediately inform the City through its Authorized City Representatives as to the cause and likely duration of such shutdown. Procedures followed will be set forth in Exhibit 15.

10. Escalation Procedures

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Escalation Procedures for reporting Trouble Reports and Emergency Trouble Reports, including initial contacts for both the City and the Contractor, are set forth in Exhibit 13.

11. Credit Allowance

If Service is unavailable in all or any substantial portion of the Network Coverage Area for more than twenty-four (24) continuous hours due substantially to Contractor's fault, Contractor will give the City a pro rata daily credit for the period the City is without service. In addition, if service is not available in all or any substantial portion of the Network Coverage Area for three or more continuous eight (8) hour periods within any thirty day period due to Contractor's fault, Contractor shall provide the City within one month's credit for each month during which such lack of service occurred. In order to obtain any such credits, the City must notify the Contractor within the thirty (30) day period following the receipt of a bill for the affected period. The foregoing credit provisions are not an exclusive remedy and the City retains its other remedies under this Agreement or at law.

G. Project and Account Management

1. Contractor shall manage the day to day operations of this Agreement through its Account Manager. The Account Manager (and any replacement, whether temporary or permanent) shall have experience appropriate for a wireless telecommunications project similar to this project, including substantial project management experience. The Account Manager's credentials (and that of any replacement therefore, whether temporary or permanent) shall be subject to review and reasonable approval by the City. The Account Manager shall interface with the Authorized City Representatives as often as needed or requested by the City in order to accomplish the purposes of this Agreement. Contractor shall ensure that the Account Manager shall treat this Agreement as a primary responsibility and has sufficient support to be able to meet the obligations of Contractor under this Agreement in a timely and efficient manner. The Account Manager shall have a qualified back-up to cover for the Account Manager during use of sick, vacation and personal time. The Account Manager will inform the City through its Authorized Representatives within a reasonable time prior to taking any planned time off. Contractor shall immediately respond to any concerns by City authorized representatives concerning the Account Manager's performance under this Agreement. Contractor, through its Account Manager, shall use reasonable efforts to assist the City in minimizing its costs in connection with the Services by monitoring activity and ensuring that the City users are on the most cost effective plans that meet their business needs.

2. Subject to the provisions of Section 2.1, Contractor will complete all new activations within eight (8) business hours of a request from an Authorized City Representative. Activations, new Product Orders, and changes in Wireless Service Plans or Products may be made through the automated order fulfillment process so long as it functions effectively and the order processing time frames set forth in this

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Agreement are met. Contractor has provided and shall always provide a back-up Account Manager in the event the Account Manager is not available. The Account Manager shall provide a monthly report of all Network Deficiencies and Wireless Service outages to the City.

3. Contractor through its Account Manager shall follow the escalation procedures set forth in Exhibit 13 to respond to trouble reports and other problems which may be encountered or in dispute resolution. Contractor shall keep a log of all trouble reports or other problems, whether or not reported by the City, relating to the Products and the Services (including Network Deficiencies that directly impact the City). Such log shall describe the time of the incident, the nature of the problem or deficiency reported or found, what actions were taken to resolve the problem, who at the City was contacted and when the issue was satisfactorily resolved. Such log shall be available electronically to City authorized representatives and a hard copy report shall be forwarded to the City monthly for review and comment. To the extent the City is unsatisfied with the implementation of the process described in Exhibit 13 or that the procedures set forth therein were not consistently followed, the Account Manager shall provide a report indicating what steps Contractor is taking to resolve the City's concerns and when such steps will be fully implemented.

4. At the City's request, Contractor through the Account Manager shall provide the City with quarterly reports for the following items: (i) Open Emergency Trouble Reports and Trouble Reports; (ii) Performance Standards compliance; (iii) Network Deficiency/Service outages that directly affect the City; (iv) account activity, including but not limited to activations and deletions of Wireless Messaging Services on a per User basis and (v) the reports described under the heading "Reporting" in Exhibit 1. Contractor, through the Account Manager, will provide reports for additional items to the City on an as-requested basis; provided that such requests deal with the management of the City's Wireless Functions and the Wireless Messaging Services. It is understood by the parties that development time for any such reports may be up to ninety (90) days from real time.

H. Additional Services

From time to time, the Chief Information Officer may request the Contractor, in writing, to provide Additional Services which are within the general scope of this Agreement, but which are not within the Service Plan set forth in Exhibit 1. Any Additional Services requested by the Chief Information Officer shall be subject to approval by the Contractor and the Chief Procurement Officer and shall require a written modification to this Agreement pursuant to Section 9.3 before the City shall be obligated to pay for such Additional Services. The negotiated compensation for any Additional Services shall be generally in accordance with Article 5 and Exhibit 7 of this Agreement with respect to time and manner of payment. All such Additional Services shall meet the standards of performance required in this Agreement.

I. Product Trial Period

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Notwithstanding anything to the contrary, the City will not be billed Product acquisition charges as described in Exhibit 7 ("Product Charges") as to any Product (whether acquired as part of Roll-Out or pursuant to a Product Order) until completion of a period of ten (10) Business Days without a Product Deficiency ("Product Trial Period") following the "Delivery Date for such Product. In the event of a Product Deficiency affecting any Product during the Product Trial Period, Product Charges shall not be billed to the City until such Product is repaired or replaced and such replacement or repaired Product has passed a Product Trial Period without a Product Deficiency.

J. Emergency Pools

Contractor shall provide the City with a supply of spare Products in the units and types on a per Product type basis for emergencies as agreed to by the parties ("Emergency Pool") to be under the control of the Authorized City Representatives in the units and types. The Products within the Emergency Pools shall not be counted in determining the spare Products furnished under Section 3.1 I of this Agreement. Products in the Emergency Pool will not be activated except in case of an emergency as determined by an Authorized City Representative.

2.2 Standard of Performance

A. General

Contractor must perform or cause to be performed all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Contractor shall perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of the Agreement and in accordance with applicable federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement and in accordance with the highest standards of the telecommunications industry. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services furnished, whether by Contractor or its

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Subcontractors or others on its behalf. All reports and other information must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement. Contractor shall at all times act in the best interests of the City consistent with the obligations assumed by it in entering into this Agreement and shall assure timely and satisfactory rendering and completion of its Services pursuant to this Agreement.

B. Cooperation

The Contractor shall at all times cooperate fully with the City, its agents, employees, subcontractors and contractors. The Contractor shall at all times act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to assure an orderly transition to another provider or other providers of some or all of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of the Services during any transition period; and shall otherwise comply with the reasonable requests and requirements of the Chief Information Officer in connection with the termination or expiration.

C. Operating Performance of Products and Services with the Network. If the operating performance of any Product or Wireless Messaging Service in any of the Acceptance tests described above fails to meet the Performance Standards, Contractor shall (a) modify or adjust the Product, Wireless Messaging Service to meet the Performance Standards and/or (b) replace or add such Product with comparable pager units at Contractor's expense in order to meet the Performance Standards.

D. Interference. If, at any time during the duration of this Agreement, the City asserts with cause that the operations of Contractor's Network (including portions operated or owned by Contractor's affiliates) or any Services offered by Contractor, whether to the City or to third parties of any Products are causing or contributing to unacceptable levels of interference with the City's operations, operations at the City's airports or the operations of public safety agencies, then Contractor must promptly investigate and permanently eliminate the source of interference to the City's full and complete satisfaction.

F. Specific Performance Standards. The following standards shall apply to Product performance under this Agreement for the Network and the Initial Products:

1. Standards set forth in Exhibit 6.
2. Pager Response Time for One-Way Messaging of not more than 60 seconds and for Two-Way Messaging of not more than 60 seconds.
3. Effective transmission to and reception by all Products within the Network Coverage Area, as adjusted by Product Range, as set forth in Exhibit 6.

2.3 New Services and Features; Most Favored Customer; Technology Refresh

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A. Improvements to Products and Services. Except where expressly limited by any applicable law or regulation, Contractor shall offer to the City any new features and enhancements related to the Products and/or the Wireless Services and emerging paging technologies when they are available through communication with the Department of Business and Information Services, at rates no higher than the lowest rates charged by Contractor to customers in Illinois for the same services or features with substantially similar material terms and conditions as the City regarding the type of service, volume, length of agreement and minimum commitments ("Material Terms"). Contractor shall use reasonable efforts to keep the City informed of any such improved service standards affecting Wireless Services whether pending or actual as soon as there is a realistic chance that such improved service standards shall become widespread either within the wireless industry or to Contractor's customers. The City may purchase such new features and enhancements pursuant to an amendment to this Agreement.

B. Roll-overs; Fees; Price Restructuring. Notwithstanding anything to the contrary in this Agreement or elsewhere: (i) Users authorized to do so by an Authorized City Representative may roll over to other Wireless Service Plans regardless of time spent within a chosen plan; (ii) No Users are required to sign individual service agreements and neither the City nor any Users are required to agree to minimum duration of individual Wireless Service Plan Use; (iii) Users are not required to pay activation, programming or cancellation fees on individual Wireless Service Plans for new or replacement Pager Units or for the transfer of existing numbers used by the City between Pager Units; and (iv) market competitive pricing must be offered on all Wireless Service Plans and Products during the life of the Agreement.

At the request of an Authorized City Representative, Contractor through the Account Manager will every six months provide a special report to the Chief Information Officer at no cost to the City as to the cost savings realized through the current Wireless Service Plans and an evaluation in spread-sheet form with an executive summary and with specific recommendations as to whether different Wireless Service Plans offered or to be offered in the immediate future by Contractor would benefit the City through reduced costs or improved wireless service quality. Such evaluation shall consider individual users, departments and the City as a whole. In the event the City wishes to convert to any such Wireless Service Plans, they shall be offered without conversion fees and shall be implemented by Contractor at such date or dates as the City may reasonably desire. The special report shall also determine if other customers of Contractor of similar size and usage are receiving lower prices for similar Services.

During the term of this Agreement, if substantially the same or a smaller quantity of Wireless Services is sold by the Contractor outside of this Contract vehicle upon substantially the same or similar Material Terms as that of this Agreement at a lower price, the price under this Agreement, at the request of the City, shall be immediately adjusted to reflect the lower price.

All prices/discounts under this Agreement shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this Agreement.

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Prices/discounts shall remain firm for the duration of the Agreement, including all renewals except as set forth in this Agreement.

2.4 Technology Refresh for Products; Demo Products

A. **Technology Refresh.** Notwithstanding anything to the contrary in this Agreement, Contractor also agrees to replace without charge Products to prevent obsolescence or deteriorating performance as follows: (i) all affected Products to the extent Network upgrades require such affected Products to be replaced by one or more Products to maintain the Wireless Services at the levels set forth in this Agreement; (ii) on an annual basis to be effective on each anniversary of the Effective Date, 33 1/3 % of each Pager Unit model purchased and in use under this Agreement (determined by the City and confirmed to the Contractor in writing by an Authorized City Representative as of a date thirty (30) days before each such anniversary date) by the same or superior Products performing the same functions as the Product to be replaced; (iii) all Products by the same or superior Products performing the same functions as the Product to be replaced at the commencement of any option period under this Agreement (unless waived by the Chief Information Officer). The particular Product units to be replaced shall be determined by the City through a written letter from the Chief Information Officer to the Contractor's Account Manager, such letter to be delivered by or before each anniversary date of the Effective Date.

B. **Demo Products.** Upon request of an Authorized City Representative, Contractor will provide up to 3 demonstration units for any Product ("Demo Units") which is new to the City's use for a period of up to thirty (30) days at no charge to the City. The City will return the Demo Units at the end of the thirty (30) day trial period, in good working condition, normal wear and tear excepted. If the City fails to return a Demo Unit or fails to return a Demo Unit in good working condition, the City shall be charged an amount not to exceed the manufacturer's list price or such amount as is set forth in the demo agreement.

2.5 Personnel

(a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor must include among its staff the Key Personnel (which includes, but is not limited to, the Account Manager and any back-up personnel) in and positions as identified below. The level of staffing may be revised, from time to time by notice in writing from Contractor to the City and with written consent of the City, which consent the City will not withhold unreasonably. If the City fails to object to the revision within 14 days after receiving the notice, the revision will be considered accepted by the City. Contractor shall provide the City with and maintain a current after-hours listing of Key Personnel for emergency use.

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(b) Key Personnel

Contractor shall seek to maintain satisfactory replace Key Personnel in place at all times during the term of this Agreement. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.5(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 11.

(c) Salaries and Wages: Periodic Payment.

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally, within the negotiated terms of the employment and subcontracted arrangements, without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights. Contractor acknowledges that the City shall not be liable for any claims relating to salary or wages as it concerns Contractor's employees or Subcontractors.

2.6 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago, ch. 2-92, Sections 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 8. Contractor's completed Schedules C-1 and D-1 in Exhibit 8, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

2.7 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 10 of this Agreement, insuring all operations related to this Agreement.

2.8 **Indemnification (a) In General.** Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, except to the extent

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and until such time as determined upon final judgment by a court of competent jurisdiction to have been caused by the negligence of the City, arising from claims of third parties (including employees of either Party) against the City including, but not limited to:

(i) injury, death or damage of or to any person or property (other than property as specified in subsection (f) below); and

(ii) Contractor's failure to perform or cause to be performed Contractor's covenants and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;

(iii) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.

(c) **Notice.** To receive the foregoing indemnities, the City must, within a commercially reasonable time frame, notify Contractor in writing of any such Losses and provide reasonable cooperation. Contractor has the full authority to defend and settle any claim or suit related to such Losses subject to the exception that any settlement that requires any action or payment or acceptance of any liability on the part of the City may be made only with the prior written consent of the City Corporation Counsel. In addition, the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) the indemnities in this section (including, but not limited to paragraph (f) below) survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 10 of this Agreement.

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(f) **Intellectual Property Infringement Indemnity.** Any third party claim, suit or proceeding brought against the City on the issue of any patent, trademark or copyright infringement or misappropriation of a third party's trade secrets with respect to the Service, Units or Software furnished to the City by Contractor. Contractor will defend and pay all court awarded damages for claims alleging that Services, Units or Software as provided infringe any third party patent, trademark or copyright or contain misappropriated third party's trade secrets. The City must, within a commercially reasonable timeframe, notify Contractor, in writing, of any claim which the City believes falls within the scope of this paragraph. The City will have the opportunity to participate in the defense at the City's own expense, but the Contractor will retain sole control of the claim's settlement or defense, subject to the exception that any settlement that requires any action or payment or acceptance of any liability on the part of the City may be made only with the prior written consent of the City Corporation Counsel. Except as set forth below, Contractor has the obligation, upon either the occurrence of or the likelihood, in the reasonable opinion of the Contractor, of the occurrence of a finding of infringement ("Infringement Finding") to:

(i) Procure for the City the right to continue using the Service, Units or Software;

(ii) Modify the infringing Service, Units or Software to eliminate the infringement without adversely affecting the performance of the Units or the Wireless Services; or

(iii) Replace the infringing Service, Software or Units with other equivalent, non-infringing Units or Software without adversely affecting the Wireless Services.

If, in Contractor's discretion, none of the foregoing is achievable after exercising commercially reasonable efforts to achieve one of the foregoing, Contractor must remove the component of the Service, Units and Software which is alleged to infringe or violate a third party's rights and any other components of the Service, Units and Software that are adversely affected by the removal of such infringing component. If Contractor does so, Contractor will provide City with a refund of the amount actually paid by the City for the infringing and adversely affected component(s) depreciated over the Term of the Agreement.

Contractor assumes no responsibility for any Service, Units or Software that have been changed, modified, adapted or refitted by the City without the express written authorization of the Contractor.

Nothing in this Section impairs the City's other remedies under this Agreement or at law or in equity. Nothing in this Section would result in Contractor's being required to indemnify the City against the City's own negligence in construction matters in violation of Illinois law.

2.9 Software License

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Contractor shall obtain and provide the City, its successors and assigns with perpetual, nontransferable, world-wide, royalty-free non-exclusive license to use all third party software embedded in Products ("Third Party Software") and any elements of any custom software proprietary to Contractor ("Proprietary Software") embedded in the Products (the "License") and Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting such licensing rights. Contractor warrants to the City, its successors and assigns, that Contractor has the right and power to provide the License to the City.

Contractor hereby grants to the City a global, perpetual, irrevocable, fully paid-up, non-exclusive license to use, copy, maintain, modify, enhance, translate and create derivative works from the Software for the City's use. Such license shall include the right to sublicense, and permit a third party to use and access, the Software for the City's use. Contractor will be required to inform the City through its Authorized Representatives of any Software upgrades made available by the manufacturer. The City will determine if such upgrade is warranted and notify Contractor, in writing of upgrade Acceptance.

The City and/or the User is the owner of any Personal Data and nothing in this Agreement transfers any ownership or license rights therein to the Contractor, except to the extent necessary to assist the City pursuant to this Agreement. The Personal Data is not property of the Contractor and shall be subject to Section 2.12 of this Agreement.

Title and ownership of the Products will remain vested in Contractor. At termination of this Agreement, the City shall return all Products to Contractor in working order or pay Contractor the depreciated value of such Products, as determined in Exhibit 7.

2.10 Tariff Filing

Notwithstanding anything to the contrary in this Agreement, during the term of this Agreement, the Contractor shall not initiate or support any tariff affecting the Services or the Products that is inconsistent with this Agreement. Should any tariff related to the Services or the Products become effective that is materially inconsistent with this Agreement, the Contractor shall provide notice of such inconsistency and Contractor shall either correct the inconsistency or provide the City with a reasonable plan to correct such inconsistency. If Contractor fails to correct such inconsistency or fails to provide the City with a reasonable plan to correct such inconsistency, or having provided such plans, fails to perform the plan within the time frames set forth therein, the City may declare an event of default. The parties agree that "tariff" shall not mean a USF, regulatory, or other similar fees of general application relating specifically to the Wireless Services which are imposed on Contractor through federal or state of Illinois law.

2.11 Records and Audits

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(a) Records

(i) Contractor must deliver or cause to be delivered to the City all documents, prepared for the City under the terms of this Agreement, to the City promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by Contractor to make such delivery upon demand, then and in that event, Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 10.

(b) Audits

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

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(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with Section A or B above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

2.12 Confidentiality

(a) All reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor for the City under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement. All Personal Data and Software Applications are property of the City and/or End Users and shall be included in the protections of this Section 2.12.

(b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Chief Information Officer.

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(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Chief Information Officer and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) Contractor must: (a) notify the City promptly of any unauthorized possession, use, or knowledge of any Confidential Information by any person which may become known to it, any attempt by any person to gain possession of Confidential Information without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, *Unauthorized Access*); (b) promptly furnish to City full details of the Unauthorized Access and use reasonable efforts to assist the City in investigating or preventing the recurrence of any Unauthorized Access, and use (c) cooperate with the City in any litigation and investigation against third parties deemed necessary by the City to protect its proprietary rights, and (d) promptly prevent a recurrence of any such Unauthorized Access.

2.13 Assignments and Subcontracts

Except as set forth below, Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Chief Procurement Officer and the Department, which shall not be unreasonably withheld. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer operate to relieve Contractor of any of its obligations or liabilities under this Agreement. The foregoing restriction on assignment shall not apply to an assignment to Contractor's parent, affiliate, or successor in interest upon the sale of all or substantially all of its assets, or through merger, so long as such successor entity agrees in writing to assume the obligations set forth in this Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

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Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement, subject to the Subcontractor's written consent. All subcontracts for Subcontractors must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

2.14 Right of Entry

(a) Access

Contractor and any of its officers, employees, Subcontractors or agents, shall have the right to enter upon any City facility in connection with the performance of the Services, subject to the terms and conditions contained herein. The Contractor may be required to, and if so required shall, wear identifying badges while on site at any City facility. Contractor shall comply with all security measures required by the City, including limitations on access and restrictions on times of entrance. Contractor shall only enter onto City facilities under this Agreement with the knowledge and permission in writing of authorized City personnel except in emergency situations under the procedures set forth in Exhibit 15. Additionally, access to the facilities of certain City departments requires compliance with specific security provisions as set forth in Exhibit 16. The City acting through an Authorized City Representative may supplement Exhibit 16 or add additional provisions relating to specific departments from time to time upon

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written notice to Contractor's Program Manager, together with a copy of the new security provisions.

(b) Care of City Property

Contractor shall use, and shall cause each of its officers, employees, Subcontractors, and agents to use the highest degree of care when entering onto any property owned or leased by the City. Contractor shall comply and cause each of its officers, employees, subcontractors and agents to comply with any and all instructions and requirements for the use of such property.

(c) Safety and Loss Control

Contractor, its agents, employees, material suppliers and Subcontractors, will perform all work when on City property in a safe and responsible manner, including compliance with applicable City and other local, state and federal regulatory requirements.

Minimum requirements of the Contractor's accident/incident prevention program include, but are not limited to the following:

- Identification of worksite hazards and basic safety issues.
- Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).
- Implementation of an Accident/Incident Reporting Program, which includes first-aid and injury treatment procedures at the Job Site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to City equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident occurring on City property, is promptly reported to Contractor management and the Chief Information Officer. A completed report of the accident/incident must be promptly submitted to the Chief Information Officer.

Contractor must also comply with the safety and health requirements of the Chief Information Officer. The Chief Information Officer may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/9 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The Federal and State

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standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Agreement. Such act and rules and the applicable parts thereof must be considered as part of this Agreement.

The Contractor and Subcontractors must comply with said requirements, standards, and regulations, as required; and be directly responsible for compliance therewith on the part of its said agents, employees, and material suppliers. The Contractor and Subcontractors must directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

2.15 Permits

Contractor shall obtain all necessary permits from the City's Department of Transportation and follow appropriate procedures under applicable provisions of the Municipal Code of Chicago, applicable regulations and any applicable state of Illinois and/or federal laws.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term of Performance

This Agreement takes effect as of Effective Date and continues, except as provided under Section 4.4 or Article 8, until the later of December 31, 2010 as that date may be extended pursuant to Section 3.3, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

3.3 Timeliness of Performance (a) Contractor must provide the Services and Products within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 3.1 and Exhibit 1. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 3.2 may result in economic or other losses to the City.

3.3 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two additional periods of 2 years each, under the same terms and conditions as this original Agreement, by notice in writing to Contractor.

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

The City will pay Contractor the fees and charges for Products and Services as forth in the attached Exhibit 7 for the satisfactory performance of the Services.

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4.2 Method of Payment

A. Service Charges. Except as otherwise provided in Exhibit 7, Contractor will provide to the Department a customized Master Bill copy on a monthly basis at the address set forth in Exhibit 1. The Master Bill copy will be sent in hard copy format and will be available for access by the City in an electronic format. The Master Bill will be aggregated by the types of Pager Units and services covered in this Agreement (Numeric, Alphanumeric, Two-Way and Group Pages) within each sub-account. Individual sub-invoices will also be provided and sent to the appropriate departments/agencies for payment on a monthly basis. The electronic format must be sortable by the following fields:

- wireless pager number
- User name
- City department or offices
- Monthly charges
- Actual usage

If the Contractor has more than one agreement with the City, separate invoices must be prepared for each agreement in lieu of combining items from different agreements under the same invoice. Invoice quantities, item descriptions, units of measure, and pricing information must correspond to the contract price list according to the categories described in the Exhibit 7. Each Invoice for Products shall be only submitted upon Acceptance of the Products described in the Invoice. The final approval of the billing format shall be by mutual agreement.

Freight, handling and shipping cost are included in the priced of Products set forth in Exhibit 7. The City does not guarantee any minimum term for individual Pager Units. The City will not pay any fees related to early termination of individual Pager Units. Early termination of this Agreement is governed by Section 3.3. Charges for unlimited paging services and Pager Unit leases are combined in one flat monthly fee for each Pager Unit deployed. There are no overage charges, fees or penalties. The City is only obligated to pay for active Pager Units. No charges will accrue for spare Pager Units or other Products or Pager Units or other Products in the Emergency Pool.

B. Special Product Charges; Abuse Charges

Charges for Abuse, lost Pager Units and authorized repairs of Pager Units and any other extraordinary charges permitted under this Agreement shall be as set forth in Exhibit 7.

C. Time of Payment Processing.

The City will process invoices for payment within 60 days after date of invoices and all supporting document processing necessary for the City to verify the Services provided under this Agreement.

4.3 Funding

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The source of funds for payments under this Agreement are Fund number(s) 08-100-062005-0186-0186. Payments under this Agreement (including any extensions) must not exceed five hundred thousand dollars (\$500,000.00) without a written amendment in accordance with Section 9.3.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

The City shall not be obligated to pay for any Products or Services delivered which are not compliant with Agreement terms and conditions and are not subject to Acceptance by the City. Any Products which do not meet Performance Requirements (for Products), are subject to repair or replacement at the cost of the Contractor as otherwise described in this Agreement.

4.5 Taxes

Federal Excise Tax does not apply to materials purchased by the City by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-01. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City by virtue of statute. The price or prices quoted in this Agreement include all other applicable direct and indirect taxes (both Federal and State), unless otherwise stated on the pricing Exhibit 7.

ARTICLE 5: DISPUTES

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602 and will be provided to Contractor upon execution of this Agreement.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review.

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ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 2. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete or accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

6.2 Nondiscrimination

(a) Contractor

In performing its Services under this Agreement, Contractor must comply with applicable federal, state and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in a separate Exhibit.

(1) Federal Requirements

In performing its Services under this Agreement, Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964; 42 U.S.C. sec. 2000e et seq. (1981), as amended and the

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Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. Further, Contractor must furnish and shall make commercially reasonable efforts to cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations, by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

b) Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement.

6.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

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6.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary contractor conducts any business operations in Northern Ireland, the contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.5 Business Relationships with Elected Officials Pursuant to Section 2-156-030(h) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(h) by an elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A contractual or other private

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business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.6 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2006, the Base Wage is \$10.00 per hour and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit. Contractor and/or Subcontractors to

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verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

6.7 Americans with Disability Act

Any and all specifications produced for the City under this Agreement shall comply with all Federal, State and local laws regarding accessibility standards for disabled or environmentally limited persons, including requirements of the Federal Communications Commission and the Illinois Commerce Commission related to the manufacture of telecommunications wireless handsets and other equipment, including TDD. In the event the above-described standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. All Pagers and web-based applications related to this Agreement shall comply with applicable provisions of Section 508 of the federal Rehabilitation Act of 1998 as well as the Illinois Web Accessibility Standards promulgated by the State of Illinois regarding the development of web sites, intranets and web-based applications.

6.8 Foreign Asset Control List

Neither the Contractor nor any Affiliate of Contractor appears on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

"Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

6.9 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they

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appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed; warrants that Contractor and/or its affiliates material to this transaction have valid licenses with the FCC to perform the Services and are in material compliance with all federal laws and regulations applicable to such licenses and that there are no pending, or to the best of Contractor's knowledge, threatened actions by the FCC or any other governmental agency or third party to suspend, revoke, terminate or challenge any of said licenses;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are trained to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; the time available to it for such examination, analysis and preparation was adequate; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in

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connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.1 and 8.3 of this Agreement.

(h) warrants that for the term of this Agreement (including any extensions), its Network shall be free from any major defects of design or workmanship and material which would cause total or substantial failure of performance of a material number of Products or which cause the Network to fail to operate substantially in accordance with the requirements of this Agreement, except as caused by a Force Majeure Event.

(i) warrants that throughout the term of this Agreement, Contractor will take all measures necessary to maintain and update the Network to prevent loss of functionality due to chronic malfunction to assure that the standards and level of functionality of the Network shall meet the standards and levels required by this Agreement.

(j) warrants that as of the Effective Date, all elements of the Network and the Products (including hardware and Software) and all rights thereto are owned or duly licensed to the Contractor and/or the Contractor's suppliers, and the use thereof by the Contractor to provide Services does not, to the best knowledge of the Contractor, violate any third party's copyright, patent, trademark, trade secret or other proprietary right. Contractor further warrants that Products being furnished the City are free and clear of all liens and encumbrances, and that, to the best knowledge of the Contractor, the Network is in full compliance with all applicable federal, state and local laws, rules and regulations.

(k) warrants that throughout the term of this Agreement (including extensions), each such Product will work as required by its respective specifications and that should any of such Products fail to work properly during such warranty period by reasons of Product Deficiency or non-compliance with the Product specifications, Contractor shall repair or replace such Products without additional cost to the City within the response times set forth in this Agreement ("Contractor's Warranty"). All repaired or replacement Products shall have a similar Contractor's Warranty commencing on the date of Acceptance of such replacement Product. This warranty is independent of the manufacturers' warranties for each Product. The City acknowledges that Contractor is not the manufacturer of the Paging Units and agrees that, except as stated in the Performance Standards, Contractor has not made and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition or quality of the Paging Units.

(l) warrants that the operation of Contractor or its affiliates' Network will not knowingly interfere with the operations of the City's 9-1-1 System, including its public safety radio frequencies.

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(m) Contractor covenants and represents that the Products and all of their parts and components are either new and unused or like new and refurbished. New components, assemblies and/or accessories furnished under this Agreement shall be genuine parts as manufactured or supplied by the Original Equipment Manufacturer ("OEM") unless stated otherwise in this Agreement. All parts, components and/or assemblies furnished must be compatible and interchangeable with the Products in connection with which such parts, components and/or assemblies shall be used. The Services provided under this Agreement will be performed in a professional and workmanlike manner, in accordance with all applicable industry and professional standards.

(n) Contractor covenants and represents that the Manuals and other written instructional information will substantially reflect the actual operating procedures for the Products when submitted to the City for Acceptance and must include accurate and current descriptions of all Software functions, features, terminology, and operation, as well as all formats, tables and dictionaries for data and files necessary for Software operation.

(o) Contractor is the owner of the Software or otherwise has the right to grant to City all Software licenses required to operate the Products without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by Contractor.

(p) Contractor is fully aware of the City's requirements as defined in the RFP and in this Agreement. Contractor will satisfy such requirements in all material respects. In case of any conflict between the RFP and this Agreement as to such requirements, this Agreement shall control.

(q) Contractor warrants that the Products are designed and engineered to be compatible with the Network and to support the Wireless Services at the level of the Performance Requirements.

(r) In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

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During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if available, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity. This paragraph does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

All warranties in this Section 7.1 will survive inspection, Acceptance and payment. Nothing in the foregoing warranties will be construed to limit any other rights or remedies otherwise available to the City under this Agreement.

7.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

7.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one, individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

7.4 Business Documents

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At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

7.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Contracting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) If Contractor becomes aware of a conflict between a present client and the City's interest, it must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if Contractor assists the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as described in Section 2.12 of this Agreement. If the City, by the Chief Information Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the City under this Agreement, Contractor must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309

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ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

7.6 Prohibition on Certain Contributions - Mayoral Executive Order No. 05-1

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to induce, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law

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and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

7.7 Non-Liability of Public Officials

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Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1 Events of Default Defined

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- (b) Contractor's material failure to perform any of its obligations under this Agreement including the following, except where such failure to perform is solely caused by a Force Majeure Event, in which case Contractor's performance hereunder is excused so long as affected by such-Force-Majeure Event:
 - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (ii) Failure to have and to maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to perform the Services in a manner reasonably satisfactory to the Chief Information Officer or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (iv) Failure to promptly re-perform, as required and at no cost to City, within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (v) Discontinuance of the Services for reasons within Contractor's reasonable control;
 - (vi) Failure to comply with Section 7.1 in the performance of the Agreement;

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(vii) Failure to promptly update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

(viii) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and

(ix) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Failure to meet the repair/maintenance requirements specified in Section 2.1(D) or failure to comply with Section 7.1 in the performance of the Agreement.

(f) Contractor's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations.

(g) Failure by Contractor to meet its obligations regarding remediation of Dead Zones set forth in Section 2.1 B or failure to meet the Network Coverage Guarantee set forth in Section 2.1B of this Agreement.

(h) Planned Maintenance having a duration or outside the times set forth in Section 2.1 F 4, without a written agreement by a City Authorized Representative.

8.2 Remedies

(A) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. If any event of default is declared under Section 8.1 (e) of this Agreement, the Chief Procurement Officer may, in his sole discretion, allow the Contractor no more than five (5) calendar days to proceed to cure such event of default. If an event of default is declared under any other section of this Agreement, the Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed ten (10) calendar days. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer. Nothing in this Section 8.2 is in derogation of Contractor's remedies set forth in Article 5.

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The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(B) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(a) In the case of one or more major Network or Product Deficiencies equivalent to a "Major Failure" as described in Section 2.1 C 4 of this Agreement which results in termination, the right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 8.2;

(b) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(c) The right of specific performance, an injunction or any other appropriate equitable remedy;

(d) The right to money damages;

(e) The right to withhold all or any part of Contractor's compensation under this Agreement;

(f) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(g) The right to require the Contractor to discontinue any Services;

(h) The right to declare the Contractor in default under existing City contracts;

If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default,

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Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(C) **Non-Exclusivity of Remedies.** The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

8.3 Early Termination

In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by giving thirty (30) days notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City to the extent inconsistent with this provision.

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If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

In the event of early termination, whether for default or otherwise, the City shall return all leased Products under this Agreement within sixty (60) days of the effective date of termination or shall reimburse Contractor for such Products at current retail rates.

8.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 30 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

8.5 Right to Offset

(a) In connection with performance under this Agreement:

The City may offset any excess costs incurred:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement; or
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these excess costs by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. This right to offset is in addition to and not a limitation of any other remedies available to the City. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the City the balance upon written

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demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under Section 2-92-380 of the Municipal Code of Chicago, the City may set off a portion of the price or compensation due under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation* complaint and the amount of any *debt* owed by Contractor to the City as those italicized items are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

8.6 No Damages for Delay

Neither Contractor nor Contractor's agents, employees, and subcontractors will be entitled to any damages from the City, nor shall such parties be entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by the Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii)

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the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired, or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

9.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

9.3 Amendments

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

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Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

9.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

9.6 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

9.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

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Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

9.9 Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(a) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(b) Contractor is not entitled to membership in the City of Chicago Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City of Chicago.

(c) The City of Chicago is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

9.10 Conflicts or Inconsistencies

In the event of any inconsistency or conflict between the terms and conditions of Articles 1 through 11 of this Agreement and the Exhibits to the Agreement, the Articles of this Agreement shall prevail. The provisions of this Agreement will supersede the terms of any Product Order. Neither Party will be bound by any one printed term in the form documents of the other Party that are additional to or different from the terms in the Agreement.

9.11 Sister Agencies

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Notwithstanding anything in this Agreement, the following governmental entities shall be entitled (to the extent permitted by law and by their respective statutory authorizations), but not obligated, to lease or purchase Products as prices on a per unit basis no greater than the compensation terms set forth in this Agreement: The Chicago Board of Education, the Chicago Park District, the Chicago Transit Authority, the Chicago Housing Authority, the Community Colleges of Chicago (the "Related Agencies"). The City shall not be responsible in any way for any obligations entered into by the Related Agency related to any such separate agreement nor shall any such obligations be deemed joint purchasing actions under any law.

9.12 Non-Exclusivity

Nothing in this Agreement prevents the City from contracting with other providers of services and products similar to the Services and Products either to supplement this Agreement, or as back-up or to replace Services and Products under this Agreement.

ARTICLE 10. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Department of Business & Information Services
Daley Center
50 West Washington Street
Chicago, Illinois 60602
Attention: Chief Information Officer

and

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: American Messaging Services, LLC
d/b/a American Messaging
1720 Lakepoints Drive, Suite 100

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Lewisville, Texas 75057
Attention: Contracts Manager

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12.

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature page follows.]

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SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By:

Richard M. Daley
Mayor

By:

Steven J. Loy
Comptroller

Monica M. Sagan
Chief Procurement Officer

Recommended By:

[Signature]
Chief Information Officer

Approved as to form and legality:

NOT REQUIRED
Assistant Corporation Counsel

LLC

AMERICAN MESSAGING SERVICES,

D/B/A AMERICAN MESSAGING

By:

[Signature]

Is:

COO

Attest:

[Signature]

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EXHIBIT 1

Scope of Services



City of Chicago

American Messaging Services

Scope of Services

Outline

I. Overview

II. Service Description and Requirements

- A. One-Way Messaging Services
- B. Group Messaging Services

III. System Usage

- A. Service Plans
- B. Equipment
- C. Network Capabilities
- D. Coverage Areas
- E. Group Messaging List Management

IV. Maintenance Plans

- A. Equipment Maintenance
- B. Network Maintenance

V. Account Management

- A. Account Representation
- B. Equipment Inventory Management
- C. Billing Requirements
- D. Reporting Requirements

VI. CoC Pager Procurement Process

VII. Problem Management

- A. Reporting Pager Problems
- B. Reporting Unplanned Network Outages
- C. Escalation Procedures
- D. Reimbursement for Service Outages

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I. Overview

This multi-year contract with American Messaging Services (AMS) is to provide Wireless Communication Paging Services to the City of Chicago. Such services include, but are not limited to, equipment required by City departments and/or sister agencies, air time, maintenance services, account management, and customized billing. AMS will be required to coordinate its services through and report to the Department of Innovation and Technology Services (BIS) Telecommunications Group.

II. Service Descriptions and Requirements

Wireless Messaging Services for this Scope of Services refers to wireless pagers and wireless paging functions of the following types:

One-Way Messaging Services which are Wireless Paging Services where the user is only able to receive numeric or alphanumeric pages.

Group Messaging Services which are the distribution of One-Way Messaging Services to a pre-defined list of City employees, as managed and updated by the City.

Usage descriptions and business requirements for each feature are discussed in greater detail below.

Paging service, considered to be a type of mobile data service, is the delivery of non-voice information to a mobile device. The City currently uses Paging Services across 44 departments, and some sister agencies, resulting in an estimated 7,000 users. Some pager users have local, state, and/or national business needs, therefore AMS must be able to provide service nationally.

The City requires two types of pager services: 12-Digit Number Display with vibrate feature and 16-message capacity; and 80-Alpha Numeric Character Display with vibrate feature and 4,000 character storage capacity. The Alpha-Numeric pagers must have a portable keyboard device which allows the user to enter alpha-numeric transmissions to any alpha-numeric pager. All Alpha-Numeric pagers must be capable of receiving alpha messages via the internet. AMS must provide guaranteed message delivery service, with up to 72 hour message storage.

Both types of pagers must be capable of being accessed by Direct Inward Dialing (DID) from any standard telephone line with a RJ11C modular jack. Both types of pagers must also have a throughput time of less than sixty (60) seconds from when the output call was made. The City maintains a large capacity of spare pagers, and AMS must be able to activate these pagers with

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new service within two hours, upon proper notification from the City's Authorized Representative.

The City has several different user profiles for paging use, based on the individual's department and scope of work. Service plan simplicity and uniformity are preferred. In addition to the needs of a typical wireless pager user, AMS must support the needs of the following Key User Departments of the City of Chicago:

1. Police, Fire, OEC 911
All communications are 24 hours a day/ 7 days a week usage with platform and communication redundancy.
2. Mayoral, Environmental, Budget, Offices, Administration
Primary business hours usage, contact reliability and convenience.
3. Transportation (CDOT), Aviation, Buildings, Revenue, DGS
Urgent communications, 24 hours a day/ 7 days a week usage, and work groups.
4. Special Events
Temporary needs, high set count, and communication with temporary groups.

Under the terms of this agreement, AMS will provide a Monthly Rate Plan for each paging device, summarized and payable by each department within the entire City account. The City is flexible as to the service plan(s) or consolidated offering it finds acceptable. Over the term of this contract, the City will consider other rate plans, if they are beneficial to the City.

Other capabilities required by wireless pager users include Text Messaging via the Internet, E-mail, Paging Software and Operator Dispatch, 2-Way Paging, and Message Storage.

III. System Usage

A. Service Plans

The chart below depicts the user profiles/requirements that are in the scope for this contract. AMS's Rate Schedules must be based on these user profiles.

Numeric Pager Service	Alphanumeric Pager Service	2-Way Pager Service
Local	Local	Local
Regional	Regional	Regional

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Domestic Nationwide	Domestic Nationwide	Domestic Nationwide
---------------------	---------------------	---------------------

B. Equipment

AMS must provide equipment for initial service plan at no charge to the City, with the option to upgrade to other equipment at minimal cost. See Exhibit 2 of the contract for a listing of all Pager Products offered by AMS to the City.

For the duration of the contract life, AMS must provide the City with "upgraded equipment" at the lowest prices of either contract, current market price, or any other customer with substantially similar size and usage requirements.

On occasion the city requires that short term "loaner" equipment be made available to it. These situations may be planned (special events) or unplanned (emergency situations). Therefore, AMS must provide 5% of the total deployed equipment to the City on a temporary basis at any time. In the case of unplanned situations, the immediate supply of loaner devices is required. Loaner equipment must be stored in a location within 30 minutes of downtown (during peak traffic times).

AMS, in conjunction with the BIS Telecommunications Team, will maintain and publish standards for wireless paging devices eligible for use by City employees. The standards will include models with the features and technical specifications necessary for employees to carry on their job responsibilities.

The standard models will include low end pagers with basic features for direct numeric paging usage; full function alphanumeric pagers with features such as the ability to send and receive text messages, storage and retrieval of up to 30 messages, and receipt of external data sources; and two-way pagers with the ability to write and send e-mail messages.

AMS will conduct quarterly roadmap sessions with the BIS Telecommunications Team to review the City for wireless paging device standards and adjust them accordingly. Factors that influence the standards include technology plans of AMS and support issues of the BIS Telecommunications Team. The standards are meant to represent to most favorable models available to the City. If departments choose a pager other than the published standard, AMS must receive written approval from the City's authorized Telecommunications Representative.

C. Network Capabilities

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AMS will provide signal quality consistent with the Performance Standards set forth in this Agreement in the Network Coverage Area as it may be amended from time to time.

D. Coverage Areas

Contractor will provide coverage as required in the Contract for transmission and reception in accordance with the Performance Standards within the Network Coverage Area as set forth in the Network Coverage Area in Exhibit 3. This requirement is especially critical in the following geographical areas:

- All Chicago airports, including sub-surface areas, and bordering communities;
- Inner and outer Lake Shore Drive (with special emphasis between Randolph and Ohio);
- Upper and lower Wacker Drive; and
- Inside buildings, basements, sub-basements, and highly congested areas.

E. Group Messaging List Management

The City will require tools from AMS to manage the administration of Group Messaging contact lists, address books, group lists, etc. These tools must be web-based applications accessible from AMS's central Web Site and extendable to Internet-ready PC's in the City's Enterprise Network for creating and managing contacts. Contractor will supply a Web based application that will allow City users to manage paging contact lists so that such users are able to send broadcast messages to distribution lists that the user can define using web based administrative tools.

IV. Maintenance Plan

A. Equipment Maintenance

The City requires that the AMS Maintenance Plan include the following features:

1. AMS will assign any manufacturer's warranty intended for the end user with respect to purchased equipment. For leased equipment, AMS will replace any defective equipment free of cost to the City throughout the term of the Contract.
2. Remote diagnostics and Service Centers central to downtown for repairs and/or replacement pagers.

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3.A toll free customer Service number for users to place emergency and non-emergency service calls 24-hours/day, 365 days per year.

4. Response of 4 hour/24 hour/day service availability for all emergency calls, which may be accomplished through the activation of Spare Units. Examples of emergency calls include, but are not limited to:

- a. A unit assigned in the Mayor's office is inoperative.
 - b. A unit assigned to the Office of Special Events becomes inoperative during an event.
 - c. A unit assigned to a Department Commissioner or First Deputy Commissioner is inoperative.
 - d. Units assigned to personnel involved in public health or safety activities become inoperative.
5. Response of 8-hour/next day service for all non-emergency calls, which may be accomplished through the use of Spare Units.

B. Network Maintenance

AMS must have procedures in place for planned maintenance outages, and inform the City of these outages at least five (5) business days in advance. In the event of an unplanned outage, AMS must follow pre-defined procedures to notify the selected departments of the outage. See Section V.B Reporting Network Outages for the detailed procedures. AMS must perform preventative maintenance on all networks, including, but not limited to, stress and coverage testing.

V. Account Management

A. Account Representation

AMS must identify an Account Manager who will be responsible for coordinating services to the City. The Account Manager acts as technical coordinator to handle issues relevant to the Scope of Services and any other contractual responsibilities assigned to AMS such as equipment, billing, maintenance, and the coordination with the overall implementation of the network. The Account Manager must:

- a. Have a technical and administrative background and have experience necessary to successfully operate in the City environment.

The City must obtain timely and professional assistance from AMS's system analysts, programmers and repair technicians. These individuals must be knowledgeable of networks similar in size and complexity to the City's, and must provide services adhering to the highest professional standards. Account Management is also required for specific user

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requirements. A back-up Account Manager must be identified, in the event that the Account Manager is unavailable.

B. Equipment Inventory Management

AMS must provide, upon request, a current list of all deployed devices, including user name, department, and user pager number, in hardcopy and electronic format. The Account Manager must play an active role in the distribution of devices, reassignment of units upon equipment changes/upgrades, and optimization of user paging plans.

New Activations, new Product Orders and changes in Wireless Service Plans or Products must be made within eight business hours of a request from an authorized City representative.

The City requires that the Account Manager provide a Transition Plan at the start of the contract that details how users will be equipped with the appropriate paging equipment. Similarly, if at any point in the contract, a large group of users (entire department/agency or entire account) choose to change/upgrade paging equipment, the Account Manager must provide a Migration Plan as well.

The Transition and Migration Plans must include details on the timeframe, scheduling, contact person(s), location, user base, and acceptance testing activities. Training materials, either hard copy or web-based, must be made available for all new devices.

As part of Program Management, AMS must prepare an inventory of recommended spares which include part name, catalog number, quantity stocked and location. This inventory must be maintained by AMS for the benefit of the City to ensure rapid restoration of services in the event of equipment failure. Any associated cost for this spare parts inventory is to be itemized separately.

AMS and the City shall coordinate and cooperate to determine an adequate supply of spare Pagers on a per Pager type basis for emergencies ("Emergency Pool") to be maintained and under the control of the Authorized City Representatives. Pagers in the Emergency Pool will not be activated except in case of an emergency as determined by an Authorized City Representative. The parties will coordinate such activation which shall occur as soon as reasonably possible after the onset of an emergency.

C. Billing

1. Service Charges

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AMS must provide a copy of the Master Bill to Business and Information Services, Attention: Telecom Group, 50 West Washington, Suite 2700 Chicago, Illinois 60602 on a monthly basis. This bill must be aggregated by types of pager services (numeric, alphanumeric and 2-way) within sub-accounts. The Master Bill will not be paid centrally by the BIS Telecom Group for all departments, but used for review and control purposes.

The Master Bill must be provided in hard copy format and available in an electronic format. The electronic format must be sortable by the following fields: User Name, Department, Pager Number, Actual Usage (messages), and Monthly Charges.

Individual, original sub-invoices must be provided and sent to departments/agencies for payment purposes on a monthly basis.

2. Special Equipment Charges

For Special Equipment Charges related to Abuse or repair requests, AMS must provide a copy of the Equipment Master Bill to each department/agency separately. City of Chicago Purchase Order Numbers should be clearly marked on the bill. Individual departments/agencies will be responsible for payment on a monthly basis. The Equipment Master Bill must be sent to the designated City contact at each department in hard copy format.

3. Most Favored Customer

In addition, AMS must treat the City as a Most Favored Customer, including:

1. Active account management must occur by the Account Manager.
2. The ability to roll-over to other service plans must be offered regardless of time spent within a chosen plan.
3. City users are not required to sign individual service agreements or agree to a minimum duration of individual service plan use.
4. City users are not required to pay activation or cancellation fees on individual service plans.
5. Competitive pricing must be offered on all service plans and equipment during the life of the contract.

D. Reporting

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The Account Manager must provide specified reports, along with billing information, to the designated City contact on a quarterly or as-needed basis. Reporting requirements are not limited to, but may include:

1. Usage reports aggregated across types of services (numeric, alphanumeric and 2-way) and across departments.
2. Monthly reports reflecting the account activity, including but not limited to activations and deletions of Wireless Paging Services on a per User basis.
3. Other reports that are required monthly include statistical analysis of pre-defined Key Performance Indicators (KPI), such as System Uptime, Planned and Unplanned Service Outages, etc.
4. Reports for additional items as may be reasonably requested by the City; provided such reports reasonably relate to the management of the City's Wireless Paging Functions and the Products.
5. All of these reports may take up to ninety (90) days to develop from rest time.

VI. CoC Pager Procurement Process

The City will use Product Orders to activate new Pager Service Plans and to purchase AMS Pager equipment, replacement parts and accessories. Product Orders will be in writing, signed by an Authorized City Representative. The terms and conditions of this Agreement relating to the purchase of Services and Products shall be deemed incorporated into and made a part of each Product Order.

AMS will deliver new or replacement Products covered under a Product Order within three (3) business days of the making of the Product Order. They will be required to follow the City's formal Pager Request Process.

BIS developed the Pager Request Process to provide department Telecommunications liaisons with the information required to activate new pagers; order replacement pagers and accessories; or request service and repair on an existing pager. AMS may use automatic order processes which are satisfactory to the City.

See Exhibit A - Pager Request Process for a detailed description of the City's pager procurement process and all related forms and procedures.

VII. Problem Management

A. Reporting Pager Problems

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1. Individual Pager Problem

For individual pager problems, the City user is required to contact AMS. If AMS reasonably determines that the deficient product is deficient solely due to negligence or abuse, then AMS shall charge the City for the repair or substitution at the prevailing product rates for the City.

2. System Wide Problem

The severity of the problem and the effect it has on the ability to support the City are determined based on many influencing factors. Problem severity will be designated as level 1, 2 or 3, with 1 being the most severe and 3 being the least severe. The City and AMS will jointly determine the severity of the problem based on the following and other factors:

- Criticality or sensitivity of the pager or service area affected
- Number of locations, pager-users, or citizens effected
- Elapsed downtime
- Frequency of occurrence (for a repeated problem)
- Costs incurred as a result of the problem

The Pager user will report the problem to AMS after every reasonable effort has been made to determine that the problem resides with AMS. Once the severity of the problem has been determined, a formal process of notification and response is required.

Detailed documentation of AMS's response and escalation procedures will be maintained separate from this agreement and provided to the City. Updates will be provided whenever necessary.

B. Reporting Network Outages

AMS will notify the City in both emergency and non-emergency situations that may require that one or more of the City's Pager services to be unavailable, as set forth in Article 2 of the Agreement.

C. Escalation Procedures

The City will use the "AMS Escalation Procedures" table below as a guide to reporting the problem. If the City initially chooses an option that is inappropriate for the problem, AMS will make sure that the problem report is routed correctly.

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AMS will provide problem management status updates to the City's designated contact and help desk (312-744-7728) through electronic mail, paging, or telephone. Notification will be sent to the City when problem management efforts are underway.

City Contacts

The City will provide contact information for notification and escalation. The initial version of this information is provided below. Maintaining the accuracy and completeness of this information is the responsibility of the City.

Name	Title	Telephone	E-Mail
Bob Kolman	Managing Deputy CIO	312-744-2184	rkolman@***
Deborah Thompson	Telephone Help Desk	312-742-6844	dthompson@***
Gwendolyn Williams	Pager Support	312-744-2616	gwilliams@***
Alex Morales	Telecom Lead	312-744-2696	amorales@***
Carolyn Bias	Telecom Lead	312-744-7501	cbias@***
Frank Gapsinski	Telecom Lead	312-744-7343	fgapsinski@***

Where *** is cityofchicago.org

AMS Contacts

The AMS Contact List is provided below identified as the "AMS Escalation Procedures" table. Maintaining the accuracy and completeness of this information is the responsibility of AMS.

AMS Escalation Procedures

Name	Title	Area of Responsibility	Contact Info
Major Account Customer Service		Initial point of contact for account management and support.	888-223-4123
Technical Support/Outage Hotline		Initial point of contact for initiating outage tickets and tracking progress until resolution 24 hours a day - 7 days a week.	888-223-4123
Mark McCormick	Account Executive	First contact in escalation chain.	312-353-1001 Mark.McCormick@americanmessaging.net
Rick Darling	Director	Second contact in escalation chain.	636-386-3334

D. Reimbursement for Service Outages

If Service is unavailable in the Network Coverage Area for three (3) or more continuous eight (8) hour periods within a thirty (30) day period due to Contractor's fault, Contractor will provide one (1) month's credit for the month(s) during which such outage(s) occurred. If Service is unavailable in all or any substantial portion of the Network Coverage Area for more than twenty-four (24) continuous hours due substantially to Contractor's fault, Contractor will give the City a pro rata daily credit for the period the City is without service.

EXHIBIT 2

WIRELESS SERVICE PLANS



OVERVIEW

The Pager Request Process has been developed by BIS in order to provide department Telecommunications liaisons with the information required to activate new pagers, order replacement pagers and accessories, or request service and repair on an existing pager. The City of Chicago's vendor for Pagers is AMS.

Contact Information	AMS	
Representative	Mark McCormick	Deborah Thompson
Voice Number	312-353-1001	312-742-8844
Fax Number	N/A	312-744-9599
E-mail	Mark.McCormick@americanmessaging.net	dthompson@CityofChicago.org

HOW TO ACTIVATE A NEW PAGER

1. Review the current City of Chicago standards for Pagers and make a selection.
2. Determine the Pager Plan Features (Rates are per month):

Numeric Pager Service	Alphanumeric Pager Service	2-Way Pager Service
Local \$1.75	Local \$3.75	Local N/A
Regional \$6.25	Regional \$10.75	Regional \$12.75
Domestic Nationwide \$14.00	Domestic Nationwide \$19.50	Domestic Nationwide \$15.00

3. Contact the City of Chicago AMS representative and request a quote for the pager and services that you wish to purchase.
4. Complete the Pager Order Form; attach the quote from AMS; and send it to your department's Budget Analyst for financial approval and Gwendolyn Williams for order placement. Upon financial approval, your Budget Analyst will send an Approval Memorandum (Exhibit D) to G. Williams who will place the new order with AMS.
5. Keep a copy of the Order Form to reconcile with your monthly billing statement from AMS.

HOW TO PURCHASE A REPLACEMENT PAGER OR ACCESSORIES

1. Review the current City of Chicago standards for Pagers or the AMS Web Site for Accessories available for the Pager.
2. Contact the City of Chicago AMS representative and request a quote for the pager or accessories that you wish to purchase.
3. Fill out the Pager Order Form and provide the information required in the sections for Purchase Replacement Pager or Accessories.
4. Print the form; attach the quote from AMS; and FAX to Mark McCormick at (312) 353-1001 (office). Keep a copy of the Order Form to reconcile with your monthly billing statement from AMS.

HOW TO REQUEST SERVICE OR REPAIR OF A PAGER

1. Locate the nearest authorized center from the "AMS Service Centers" List and direct the Pager user to a convenient location for the required repair or service.
2. All active pagers with repairable damage are covered under our service plan, so there should not be any charges for most repairs.

Pager Order Form

Date Of Request		Release Number	
(Enter as CC-XX-MMDDYY, where XX is Dept Number and MMDDYY is date)			
Master Account Number		Equipment Account No.	
CONTACT INFORMATION			
Department	Requester	Phone #	
DELIVERY INFORMATION			
Department	Location/Address/Floor	On-Site Contact	Phone #
PURCHASE NEW OR REPLACEMENT PAGER			
Pager	Qty	Unit Price	Extended Price
Sun Telecom Z400			AMS Numeric Pager
Unication Elite			AMS Alpha Numeric Pager
Unication 600			AMS 2-Way Pager
PURCHASE PAGER ACCESSORIES			
Pager	Accessory/Part No.	Description	Qty

Authorized Department Signature	Date
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Pager Standards

The City of Chicago's Paging Standards include the products listed below:



NUMERIC PAGING

SUN TELECOM Z400

This user-friendly two-button interface numeric pager uses FLEX™ technology and offers many enhanced features including 30 message slots, the ability to save messages when changing the battery, 3 built-in alarm clocks, extended message display time and 12 musical alerts plus a helpful vibrate feature to keep communications discreet. In addition, the Z400 remains an easy-to-use and reliable product, with the capability to lock messages, retain messages when off and utilize private time so you can manage your schedule more effectively.

TEXT PAGERS

UNICATION ELITE

Storage and retrieval of up to 34 messages with an Optimax EL. Electro light display are just a few of the innovations that make this alphanumeric pager unique. The Unication Elite utilizes FLEX™ technology, offers users the ability to zoom from four lines to two, the use of notebook slots to store important messages, a built-in alarm clock, silent vibration as well as eight musical alerts and a message management must-selective erase or erase-all feature.



PAGING SERVICES

2-WAY PAGERS

UNICATION P600

The Unication P600 boasts the ability to send and receive wireless messages and emails conveniently, discreetly and immediately. Utilizing a full QWERTY text keyboard makes going from your computer to your messaging device easier than ever. The easy-to-use address book holds up to 250 names with 8 individual entries per contact. Keep up with the latest trends by using Emotions to send friendly messages and continue enjoying the standard features you've come to rely on such as the ability to Zoom from four text lines to two, personal folders, alarm clock and backlit display.

NUMERIC PAGING

- Receive numeric messages or codes, up to 24 digits in length
- The perfect solution when a phone number is all that is needed to stay in touch
- Convenient, economical and easy to use

ALPHANUMERIC / TEXT PAGING

- Allows receipt of a text message text directly to the pager
- Text paging provides full text messaging capabilities that totally eliminates the need for a return phone call
- Text paging allows the receipt of messages from email. Co-workers, friends and family can send messages to your pager via www.MyAirMail.com, or by s10-dl@pager.#@MyAirMail.com

TWO-WAY PAGING

- Pager has full two-way capabilities to send and receive messages and reply to incoming messages. Responding messages can be sent to another two-way device, to any email address, or a text-enabled mobile phone
- Pager2Mobile™ Service enables two-way paging subscribers to send and receive TEXT messages with mobile phones
- If the pager receives a garbled message, the pager will automatically request that the network resend the message. If the pager is still unable to receive the message, the network will store the message for up to 96 hours while it continues to try to locate the pager to deliver the message. If the pager is turned off, changes coverage area, or is out of the local coverage area, the system will deliver the stored messages once it locates the pager or after the pager returns to a designated local coverage area. A total of 25 stored messages can be delivered based on a first in, first out methodology. Undeliverable messages stored within the system for longer than 96 hours will be deleted.

TEXT MESSAGING METHODOLOGY

A person sending a message to a Verizon Wireless Alphanumeric or Two-Way pager can send the message using one of the following methods:

- Via the Internet www.MVAirMail.com
- Email: any email program can dispatch alphanumeric messages to Verizon Wireless Paging customers using s10-10@t.pager.de.MVAirMail.com
- Alpha Paging Software: stand-alone and network-based versions are available
- Operator Dispatch: messages are phoned in to the Verizon Wireless Paging national dispatch center
- SMTP (Simple Network Paging Protocol): via "home" to the Verizon Wireless paging server
- WCTP (Wireless Communication Transfer Protocol): used for the secure transmission from automated, server-based systems

Messages are transmitted into a switch, regardless of how or where the messages originate. Once in the switch, a the message is then routed via the appropriate Flex or ReFlex network, which then delivers the message to the pager.

ENHANCED SERVICES

- **GROUP PAGING** is defined as the same text or numeric message being distributed to pre-established group list(s), managed by the customer. Group paging can be accomplished by either American Messaging applying additional companion capcodes to the pagers, or by the use of the alpha paging software, utilizing a distribution list.
- **VOICE MAIL** enables the customer to personally greet those who call the pager and allows callers to leave personal voice messages in the pager's private mailbox; the pager then notifies the owner that a message is waiting.
- **SECONDARY TOLL-FREE NUMBER** is perfect for distribution to clients or associates who are located nationwide.
- **CUSTOM GREETING** enables the pager owner to personally greet those who call the pager. The greeting message can be updated as often as desired.
- **OPERATOR DISPATCH** is a 24 X 7 operator-answered dispatch service that will send alphanumeric messages to the pager owner.
- **PAGEAVER™ NUMERICAL ALPHANUMERIC RETRIEVAL** insures that pages are not missed if the numeric pager is left at home, leaves the coverage area, or if the battery runs down. With PageAver™, the owner simply calls the pager number and retrieves the most recent 15 pages, including the time and date the pages were sent.
- **PAGE FORWARDING** allows messages that are sent to a one-way pager to be delivered to another pager.

Exhibit 3

AMS has provided the Coverage Maps in hardcopy form due to their size.

Exhibit 4

IMPLEMENTATION PLAN

The following sample implementation plan identifies high-level milestones, major activities and target completion timelines for the implementation of a new account. Some items are dependent upon assumptions and/or confirmation of RFP items once a contract is executed (e.g., number of days for delivery is dependent on agreement to a product forecast and delivery timeframe). These milestones are targets and are subject to change by both parties.

Summary of Implementation Plan Objectives

1. **Requirements Phase** - The purpose of the Requirement Phase is to confirm product, coverage and service requirements. This process will include several Implementation meetings and/or conference calls to ensure both parties are in alignment and agree to timelines for each component or requirement listed in the RFP. The following are key components of the requirements phase:
 - **Coverage Analysis** - During the Coverage Analysis process we will discuss key facility identification and walk-through testing.
 - **Product Forecasts** - This step consists of American Messaging personnel and the customer's key contacts to determine the specific pager needs for each business unit. Such as: detailed list of all pager user names, types of pagers, enhanced services, group calls and coverage required. This will enable AMS to provide a complete schedule for product delivery for each location.
 - **Billing Alignment** - Discuss preliminary billing requirements, demonstration of My Paging Account (MPA) where you can view, manage and modify your account online. Obtain key contact list of personnel that will be involved in the implementation and the locations that they manage. This could be as simple as creating one account where all units will be billed; or as detailed as setting up the account with Electronic billing.
 - **Ordering Process** - Identify method of receiving orders for pre and post account implementation. Determine order and account authorizations as well as order cut-off and turnaround times.
2. **Implementation Phase** - The purpose of the Implementation Phase is to create the account(s) and place the order(s) for the initial roll-out based on the requirements and timelines agreed to by both parties during the Requirements Phase.
 - **Account Setup** - The Account setup step is when the new account is created in the American Messaging billing system based on the agreed to billing requirements obtained during the Requirements Phase.
 - **Order Processing** - The Order Processing step is when orders are placed with American Messaging's National Distribution Center. Orders are put through QA processes to ensure accuracy and functionality. Roll-out orders can be broken out by key contact, location or cost

center. Additional special requests are fulfilled at this time. The schedule for product delivery for each location is reconfirmed.

Implementation - The Implementation step will consist of the actual rollout and delivery of pagers. Pagers can be delivered directly to key contacts or delivered in person by the Major Account Representative. For pre-approved rollouts, our Implementation Team consisting of several American Messaging representatives, including management will be on site to help facilitate the Implementation and provide product and service training (including billing solutions and My Paging Account support). Pagers will include complete instructions; batteries and spare inventory will be supplied at this time as needed.

3. **Post Implementation Phase** - The Post Implementation Phase includes additional training for the key contacts as well A/P personnel on the agreed upon billing solution and payment procedures. An outage notification process and escalation list will be put in place at this time. Subsequent monthly follow-up meetings will be scheduled to ensure that the implementation has been successful and make any necessary adjustments.

Training - American Messaging will provide additional product and service training as needed.

Billing Integrity Check - American Messaging will conduct a 1st bill review to ensure everything has been implemented as planned and make any adjustments as needed. If problems are identified or additional requirements are determined a 2nd bill review may be conducted as needed.

Follow-up Meetings - American Messaging will conduct internal and external follow-up meetings to obtain feedback on the Implementation process. We welcome feedback from the customer on our processes and improvement opportunities.

Implementation Timeline

Requirements Phase			
Implementation Meetings		Responsible Party	Timeline
1.	Obtain customers key contacts (and locations) involved in the implementation process	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales City of Chicago 	Upon execution of the contract
2.	Schedule City of Chicago rollout meetings with key contacts and AMERICAN MESSAGING Implementation Team	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team 	Upon execution of the contract
3.	Conduct a rollout meeting with appropriate key contacts and AMERICAN MESSAGING Implementation Team members The key actions for this meeting include: <ul style="list-style-type: none"> Determine the level of involvement of each team member Determine dates, times and locations for implementation meetings Discuss preliminary requirements for specific steps in the Requirements Phase Agree upon implementation timelines 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	TBD (upon execution of the contract)
Coverage Analysis		Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Provide list of account locations where coverage is required, including complete addresses, so AMERICAN MESSAGING can determine coverage availability Schedule location walk through in order to test the coverage in key facilities If a site install is deemed necessary, obtain Letter of Intent so the installation can be approved and added to the Engineering project plan 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	Schedule within 5 to 10 days from the first Implementation Meeting
Product Forecast		Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Determine specific pager needs for each location Type of devices (numeric, alpha, two-way). 	<ul style="list-style-type: none"> AMERICAN MESSAGING 	Schedule within 5 to 10 days of the first

<ul style="list-style-type: none"> Service coverage required (local, regional or nationwide where available) List of all pager user names and the type of pager numbers for each device (area code and prefix preference) 	<ul style="list-style-type: none"> Sales Implementation Team City of Chicago 	Implementation Meeting	
<ul style="list-style-type: none"> Specific features for each device (enhanced services such as voicemail, group calls) Determine how orders will be placed 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	Schedule within 5 to 10 days of the first Implementation Meeting	
2.	<ul style="list-style-type: none"> AMERICAN MESSAGING to work on a delivery schedule Customer provides final sign-off of the product forecast 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	14 days after Product Forecast discussions
Billing Alignment		Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Discuss customer specific billing requirements and AMERICAN MESSAGING's various billing options which may include: electronic billing, MPA or extranet. Determine additional meetings and/or billing implementation timeline based on customer requirements 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	Schedule within 5 to 10 days of the first Implementation Meeting
2.	<ul style="list-style-type: none"> AMERICAN MESSAGING to provide billing implementation timeline to Customer for sign-off Customer reviews billing implementation plan and timeline Customer provides AMERICAN MESSAGING with billing implementation plan and timeline sign-off 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	14 days after Billing Alignment discussions
Ordering Process		Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Determine methods for placing pre and post implementation orders Determine order and account authorizations Provide order information, cut-off and turnaround times to the customer 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team 	Schedule within 5 to 10 days of the first Implementation Meeting

2.	<ul style="list-style-type: none"> AMERICAN MESSAGING to provide ordering process requirements documentation to Customer Customer provides final sign-off of ordering process requirements 	<ul style="list-style-type: none"> City of Chicago AMERICAN MESSAGING Sales Implementation Team City of Chicago 	7-14 days after Product Forecast discussions
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Implementation Phase

	Account Setup	Responsible Party	Timeline
1.	Create account in AMERICAN MESSAGING billing system based on the agreed upon billing requirements	Implementation Team	TBD
Order Processing		Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Submit orders based on Customer's timeline and criteria determined in previous phases Order Quality Assurance testing Reconfirm schedule for delivery 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	TBD
2.	<ul style="list-style-type: none"> AMERICAN MESSAGING provides customer with final pre-delivery confirmation for each order AMERICAN MESSAGING to provide City of Chicago with a customized spreadsheet for each rollout. Spreadsheet will contain the following: User Name, AMERICAN MESSAGING pager number, capcode, serial number and order tracking information 	Implementation Team	TBD
Implementation		Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Deliver product to key contacts and users according to delivery timeframe Supply key contact(s) with spare pager inventory as needed Train each key contact on the Major Account customer service process 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	According to delivery schedule

Post Implementation Phase

	Training	Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Train each key contact and A/P personnel on the agreed upon billing solution and payment procedures Provide refresher training on Major Account customer service processes Implement outage notification process and escalation list (as needed) 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	According to delivery schedule
Billing Integrity Check		Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Conduct 1st bill review Determine if any changes need to be made to the billing requirements 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	30 days post delivery
2.	<ul style="list-style-type: none"> Conduct 2nd bill review (as needed) 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	60 days post delivery
Follow-up Meeting		Responsible Party	Timeline
1.	<ul style="list-style-type: none"> Schedule subsequent monthly follow-up meetings to ensure that the implementation has been successful and to resolve any outstanding issues 	<ul style="list-style-type: none"> AMERICAN MESSAGING Sales Implementation Team City of Chicago 	7-14 days post delivery

Exhibit 5

Plan of Maintenance

American Messaging will replace or exchange pagers if the pager stops working in the absence of Abuse, as set forth in the Agreement, which shall not include normal wear. American Messaging will provide the City with a Pager Replacement Program ("PRP") at no additional monthly charge per unit that covers the replacement cost of a lost, stolen or damaged beyond repair pager. PRP will protect the City against theft, loss or damage to your pager. With PRP, any repairable damage is covered 100% and if your pager is lost, stolen or damaged beyond repair, it will be replaced with a comparable one (see Pricing fee schedule below for details).

Pager Replacement Program (PRP)

Service	Monthly Fee	Replacement Cost
Numeric	N/CS per month	\$15.00
Alpha	N/CS per month	\$35.00
2.0 / T900	N/CS per month	\$40.00

Note: American Messaging reserves the right to change or discontinue models during this agreement. The above prices are based on a two-year agreement.

Exhibit 6

Performance Standards Under the Agreement

NUMERIC PAGING

- Receive numeric messages or codes, up to 24 digits in length
- The perfect solution when a phone number is all that is needed to stay in touch
- Convenient, economical and easy to use

ALPHANUMERIC / TEXT PAGING

- Allows receipt of a text message sent directly to the pager
- Text paging provides full text messaging capability and potentially eliminates the need for a return phone call
- Text paging allows the receipt of messages from email. Co-workers, friends and family can send messages to your pager via www.MvAirMail.com or by e-mail to 1-800-811-1111

TWO-WAY PAGING

- Pager has full two-way capabilities to send and receive messages and reply to incoming messages. Responding messages can be sent to another two-way device, to any email address, or a text-enabled mobile phone
- Pager2Mobile™ Service enables two-way paging subscribers to send and receive TXT messages with mobile phones
- If the pager receives a garbled message, the pager will automatically request that the network resend the message. If the pager is still unable to receive the message, the network will store the message for up to 96 hours while it continues to try to locate the pager to deliver the message. If the pager is turned off, changes coverage area, or is out of the local coverage area, the system will deliver the stored messages once it locates the pager or after the pager returns to a designated local coverage area. A total of 25 stored messages can be delivered based on a first in, first out methodology. Undeliverable messages stored within the system for longer than 96 hours will be deleted.

NUMERIC PAGING

SUN TELECOM Z400

This user-friendly two-button interface numeric pager uses FLEX™ technology and offers many enhanced features including 30 message slots, the ability to save messages when changing the battery, 3 built-in alarm clocks, extended message display time and 12 musical alerts plus a helpful vibrate feature to keep communications discreet. In addition, the Z400 remains an easy-to-use and reliable product with the capability to lock messages, retain messages when off and utilize private time so you can manage your schedule more effectively.

TEXT PAGERS

UNIFICATION ELITE

Storage and retrieval of up to 34 messages with an Optimax EL Electric light display are just a few of the innovations that make this alphanumeric pager unique. The Unilocation Elite utilizes FLEX™ technology, offers users the ability to zoom from four lines to two, the use of notebook slots to store important messages, a built-in alarm clock, silent vibration as well as eight musical alerts and a message management menu—selective erase or erase-all feature.

2-WAY PAGERS

UNILLOCATION P900

The Unilocation P900 boasts the ability to send and receive wireless messages and emails conveniently, discreetly and immediately. Utilizing a full QWERTY text keyboard makes going from your computer to your messaging device easier than ever. The easy-to-use address book holds up to 250 names with 8 individual entries per contact. Keep up with the latest trends by using Emoticons to send friendly messages and continue enjoying the standard features you've come to rely on such as the ability to zoom from four text lines to two, personal folders, alarm clock and backlit display.

Exhibit 7

Schedule of Compensation

Numeric Pager Service	Alphanumeric Pager Service	2-Way Pager Service
Local \$1.75	Local \$3.75	Local N/A
Regional \$6.25	Regional \$10.75	Regional \$12.75
Domestic Nationwide \$14.00	Domestic Nationwide \$19.50	Domestic Nationwide \$16.00

Exhibit 8
MBE/WBE

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

(MBE/WBE Professional Services) 10/04/00

I. Policy and Terms

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 16.9
WBE Contract Goal: 4.5

D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBE/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

II. Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
 - B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
 - C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
 - D. "Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.
- NOTICE:** The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.
- E. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skills and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
 - F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, **TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR**, as applicable.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
 - B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.
- Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.
- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
 - D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.
- The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.
- V. Regulations Governing Reduction or Waiver of MBE/WBE Goals**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

- Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate:
- 1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.
- OR**
- 2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
 - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - (1) The City's estimate for the work under a specific subcontract;
 - (2) The bidder/proposer's own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submission (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, money, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

- A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.** A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. All post bid/proposal submissions must have original signatures on all documents. Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any line (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver or of variance from the MBE/WBE commitment in accordance with Section V, herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI, A, above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidder/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

- A.** The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

- B.** In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."

- C.** During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.

- D.** "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.

- E.** The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well as the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI, above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V, above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

- A.** In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBE/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

such affected MBE/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.

- B.** An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X, A, above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 (Phone: (312) 616-6560; Fax: (312) 819-0404). All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

- C.** All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.

- D.** The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBE/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7351

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Office of Vendor Relations
 City Hall - Room 403
 Chicago, Illinois 60602
 Attention:
 (312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division
 City Hall - Room 403
 Chicago, Illinois 60602
 Attention: Byron Whitaker
 (312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development - Certification Unit
 City Hall - Room 403
 Chicago, Illinois 60602
 Attention: Lori Lypson
 (312) 744-4909

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
 1040 Avenue of the Americas, 2nd floor
 New York, New York 10018
 Attention: Harriet R. Michal
 (212) 944-2430

Chicago Minority Business
Development Council
 1 East Wacker Drive
 Suite 1200
 Chicago, Illinois 60601
 Attention: Tracey Smith, Executive Director
 Phone #: (312) 755-8880
 Fax #: (312) 755-8690

MBE/WBE Professional Services rev. 10/16/02 (6/9)

ATTACHMENT A - ASSIST AGENCY

AFRICAN AMERICAN CONTRACTORS ASSOCIATION
 3901 S. STATE
 CHICAGO, IL 60683
 PHONE #: (312) 916-6960
 FAX #: (312) 987-9819
 WEB: NONE
 EMAIL: OMARACA@HOTMAIL.COM
 ATTN: OMAR SHAREEF, PRESIDENT

CHICAGO URBAN LEAGUE
 220 S. STATE STREET
 11TH FLOOR
 CHICAGO, IL 60604
 PHONE #: (312) 692-0768 EXT. 288
 FAX #: (312) 692-0769
 WEB: WWW.CUL-CHICAGO.ORG
 EMAIL: JARCHIE@CUL-CHICAGO.ORG
 ATTN: JOHN ARCHIE, DIRECTOR OF
 EMPLOYMENT, COUNSELING & TRAINING

ASIAN AMERICAN ALLIANCE
 222 W. CERMAK ROAD
 SUITE 803
 CHICAGO, IL 60616
 PHONE #: (312) 293-1249
 FAX #: (312) 293-5642
 WEB: WWW.ASIANAMERICANALLIANCE.COM
 EMAIL: CIKAKADA@SIANAMERICANALLIANCE.COM
 ATTN: MITCH SCHNEIDER, EXECUTIVE DIRECTOR

COSMOPOLITAN CHAMBER OF COMMERCE
 680 WEST LAKE ST., SUITE 5TH FLOOR
 CHICAGO, IL 60661
 PHONE #: (312) 786-0212
 FAX #: (312) 224-8807
 WEB: WWW.CCHAMBER.ORG
 ATTN: GLORIA BELL, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION
ENTERPRISES
 333 N. OGDEN AVENUE
 CHICAGO, IL 60607
 PHONE #: (312) 683-0746
 FAX #: (312) 686-1785
 WEB: NONE
 ATTN: PERRY NAKACHI, PRESIDENT

FEDERATION OF WOMEN CONTRACTORS
 6850 S. ARCHER AVENUE
 CHICAGO, IL 60638
 PHONE #: (312) 380-1122
 FAX #: (312) 386-0236
 WEB: WWW.FWCCCHICAGO.COM
 ATTN: BETH DORIA, EXECUTIVE DIRECTOR

BLACK CONTRACTORS UNITED
 400 W. 76TH STREET
 SUITE 200
 CHICAGO, IL 60620
 PHONE #: (773) 483-4000
 FAX #: (773) 483-4160
 WEB: WWW.BLACKCONTRACTORSUNITED.COM
 ATTN: FLORENCE COX, EXECUTIVE DIRECTOR

HISPANIC AMERICAN CONTRACTORS INDUSTRY
ASSOCIATION (HACIA)
 901 WEST JACKSON BOULEVARD
 SUITE 205
 CHICAGO, IL 60607
 PHONE #: (312) 666-5010
 FAX #: (312) 665-6692
 WEB: WWW.HACIAWORKS.ORG
 EMAIL: MAIL-TO:CSATOY@HACIAWORKS.ORG
 ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR

CHICAGO MINORITY BUSINESS DEVELOPMENT
COUNCIL, INC.
 1 EAST WACKER DRIVE
 SUITE 1200
 CHICAGO, IL 60601
 PHONE #: (312) 755-8880
 FAX #: (312) 756-8880
 WEB: WWW.CMBDDC.ORG
 ATTN: TRACEY SMITH, EXECUTIVE DIRECTOR

LATIN AMERICAN CHAMBER OF COMMERCE
 3812 WEST FULLERTON AVENUE
 CHICAGO, IL 60647
 PHONE #: (773) 253-5211
 FAX #: (773) 252-7065
 WEB: WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM
 EMAIL: LACC@LATINAMERICANCHAMBEROFCOMMERCE.COM
 ATTN: ANTHONY GUILLEN, DIRECTOR

ILLINOIS HISPANIC CHAMBER OF COMMERCE
(FORMERLY MACC)
 33 N. LA SALLE STREET
 SUITE 1720
 CHICAGO, IL 60602
 PHONE #: (312) 372-3010
 FAX #: (312) 372-3403
 WEB: WWW.MACCBUSINESS.COM
 ATTN: JUAN OCHOA, PRESIDENT & CEO

'SUCCESSFUL INDEPENDENT NETWORK
ASSOCIATION (SIN)
 STREET ADDRESS: 2100 W. WASHINGTON
 CHICAGO, IL 60612
 PHONE #: (312) 650-1665
 FAX #: (312) 650-1055
 WEB: NONE
 ATTN: DIANE JONES, PRESIDENT
 ARNETTE KING, GENERAL MANAGER

NATIONAL ASSOCIATION OF WOMEN BUSINESS
OWNERS
CHICAGO CHAPTER
 330 S. WELLS STREET
 SUITE 1110
 CHICAGO, IL 60606
 PHONE #: (312) 322-0990
 FAX #: (312) 461-0236
 WEB: WWW.NAWBOCHICAGO.ORG
 EMAIL: INFO@NAWBOCHICAGO.COM
 ATTN: CLAIR GREGOIRE, PRESIDENT

TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
 2000 FIFTH AVENUE
 ROOM R-201
 RIVER GROVE, IL 60171
 PHONE #: (708) 466-0500 EXT. 3714
 FAX #: (708) 683-1114
 WEB: WWW.TRITON.EDU
 EMAIL: GBARNES@TRITON.EDU
 ATTN: MARY ANN OLSON, DEAN OF WORKFORCE
 DEVELOPMENT

RAINBOW/PUSH COALITION
 890 E. 60TH STREET
 CHICAGO, IL 60615
 PHONE #: (773) 258-4728
 FAX #: (773) 266-3751
 WEB: WWW.RAINBOWPUSH.ORG
 ATTN: DONNA GAINES, DEPUTY DIRECTOR TRADE
 BUREAU

UPTOWN CENTER HULL HOUSE
 4620 N. BEACON STREET
 CHICAGO, IL 60640
 PHONE #: (773) 561-3600
 FAX #: (773) 561-3507
 WEB: WWW.HULLHOUSE.ORG/EDU.HTM
 Email: MAIL-TO:ROESCHLEY@HULLHOUSE.ORG
 ATTN: CURT ROESCHLEY, DIRECTOR
 SMALL BUSINESS DEVELOPMENT

SUBURBAN BLACK CONTRACTORS
 848 DODGE AVENUE
 SUITE 347
 EVANSTON, IL 60202
 PHONE #: (847) 359-6359
 FAX #: (847) 359-6387
 WEB: NONE
 ATTN: LARRY BULLOCK, PRESIDENT

WOMEN'S BUSINESS DEVELOPMENT CENTER
 8 SOUTH MICHIGAN AVENUE
 SUITE 405
 CHICAGO, IL 60603
 PHONE #: (312) 853-3477
 FAX #: (312) 853-0148
 WEB: WWW.WBDDC.ORG
 Email: MAIL-TO:HEDY@WBDDC.ORG
 ATTN: HEDY RATNER, EXECUTIVE DIRECTOR

rev. 3/17/05

THE CHICAGO AREA GAY & LESBIAN CHAMBER OF
COMMERCE
 1210 W. ROSEDALE
 CHICAGO, IL 60660
 PHONE #: (773) 303-0168
 FAX #: (773) 303-0168
 WEB: WWW.GLCHAMBER.ORG/
 BARRY A. FLYNN, EXECUTIVE DIRECTOR.

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
 Description: _____

(Assist Agency Name and Address)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted. If you are aware of such a firm, please contact _____ at _____ Name of Company Representative Address/Phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
 Department of Procurement Services
 City of Chicago
 121 North La Salle Street, Room 403
 Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____

Sincerely,

SCHEDULE B: Affidavit of Joint Ventures (MBE/WBE)

This form need not be submitted if all joint ventures are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
1. Profit and loss sharing: _____
2. Capital contributions: _____

- (a) Dollar amounts of initial contribution: _____
- (b) Dollar amounts of anticipated on-going contributions: _____
- 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____
- 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____
- 5. Provide copies of all written agreements between venturers concerning this project.
- 6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture: _____

- VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):
A. Joint venture check signing: _____
B. Authority to enter contracts on behalf of the joint venture: _____
C. Signing, co-signing and/or collateralizing loans: _____
D. Acquisition of lines of credit: _____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

- E. Acquisition and indemnification of payment and performance bonds: _____
- F. Negotiating and signing labor agreements: _____
- G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____
- VIII. Financial Controls of joint venture:
A. Which firm and/or individual will be responsible for keeping the books of account? _____
B. Identify the "managing partner," if any, and describe the means and measure of their compensation: _____
C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project? _____
- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture. _____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

- If any personnel proposed for this project will be employees of the joint venture:
A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____
B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:
C. Which venturer will be responsible for the preparation of joint venture payrolls:
X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefrom, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this _____ day of _____, 20____, the above-signed officers

personally appeared and, known to me to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)



January 29, 2008

City of Chicago
50 W. Washington Street
Chicago, IL 60602
Attention: Harick Bhatt

Subject: Petition for Partial Waiver of MBE/WBE Commitment

Dear Mr. Bhatt:

American Messaging Services, LLC d/b/a American Messaging has been working with the City of Chicago in an effort to negotiate the terms of our paging agreement and to meet its governmental requirements. The extent of our participation in the City's Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") program is the final piece of this negotiation process. We have previously provided Requests for Waivers explaining the challenges we have had meeting the MBE portion of the MBE/WBE Commitment Requirements. American Messaging is deeply committed to resolving this issue with the City and offers the following information in regards to the efforts that have been made:

- On June 2, 2006 American Messaging acquired Verizon Wireless Messaging Services (VWMS), the entity which originally bid on and was awarded the City's request for paging services. In its original response to the City's solicitation, VWMS requested a waiver of the MBE/WBE commitment. After some discussion with the City, VWMS became aware that it could indirectly comply with the City's requirement, through its parent company, Verizon Wireless, and therefore was able to make certain commitments. As a newly formed entity separate and apart from the Verizon Wireless family, American Messaging does not have that alternate route for compliance.
- American Messaging is considered a Small Business Enterprise and does not currently have a formal MBE/WBE program or commitment in place.
- American Messaging is an established paging company, headquartered in Lewisville, Texas. All business is completed from our Texas office or by American Messaging employees from virtual office locations. As such, we do not have the occasion to utilize local businesses within the Six-County Region, making direct participation in the City's M/W/D/V BE commitment virtually impossible.
- Additionally, American Messaging has an established paging network, which is, in most instances, internally monitored and maintained. For this reason, we do not typically utilize subcontractors to provide the primary aspects of wireless service within American Messaging's network coverage area.
- In an effort to contribute to the City's established MBE/WBE goal, American Messaging has committed, based on a letter written in February 2007, to indirectly meet a portion of the percentages requested by the City. At that time, American Messaging requested a partial waiver and was able to commit to spend \$1,473 on a monthly basis or \$17,676 annually, which totals approximately 12% of the City's annual spend, with a confirmed WBE, Chicago Communications, Inc.
- American Messaging has numerous site leases within Chicago, and has contacted each landlord to see if they are MBE certified. Unfortunately, none of these companies met this requirement. Additionally, in 2007, American Messaging researched several MBEs listed on the City's website and tried to identify possible suppliers for marketing, promotions, and printing. Unfortunately, due to unexpected changes - the person originally researching these MBE opportunities is no longer with the company. As such, the details associated with their research efforts are not available. At this point in our research, we have found that there are some MBEs that can provide marketing materials and as such American Messaging is actively pursuing establishing a contract with one or more of these vendors to provide marketing materials.
- American Messaging respectfully requests the City's to reevaluate the requirements set forth in regards to the 16.9% MBE and 4.5% WBE spend amounts. American Messaging is currently able to commit to 12% total indirect spend with a WBE firm based on our relationship with Chicago Communications, Inc. and is placing an initial order with Creative Corporate Image Group in the next few weeks. American Messaging expects to spend approximately \$5000.00 annually with Creative Corporate Image between this order and subsequent orders throughout the term of the contract or 3.5% annually with this MBE marketing vendor.

We have included with this letter the certification forms for Chicago Communications and once the order is completed with Corporate Image, we will send the appropriate forms to your attention. Again, American Messaging is committed to utilizing M/W/D/V BE whenever possible, helping the City to meet its established MBE/WBE goal, and we appreciate your consideration of this issue.

In consideration of our current WBE spend and new commitment of 3.5% toward an MBE vendor, American Messaging respectfully requests that the City of Chicago grant a partial waiver and move forward with execution of the contract for paging services.

If you have further questions or need clarification regarding this matter, please contact Deborah Krueger at (214) 222-6491. We look forward to finalizing our agreement for paging services with the City.

Sincerely,

Dave Anderson
President & COO

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name: _____

State of Texas

County (City) of Deaton

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

American Messaging

MBE or WBE Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: Chicago Communications, LLC
Address: 200 Spangler, Elmhurst, IL 60120
Contact Person: Merita Hefner Phone: (630) 832-3311 ext. 340
Dollar Amount of Participation: \$1473⁰⁰ / month
Percent Amount of Participation: 12 %

2. Name of MBE/WBE: Corporate Image Group
Address: 780 Lee Street, #111, Des Plaines, IL 60016
Contact Person: _____ Phone: (847) 793-9905
Dollar Amount of Participation: \$500.00 / year
Percent Amount of Participation: 3.5 %

SCHEDULE D-1

B. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>CORPORATE IMAGE</u>	<u>\$ 5,000.00 / 100%</u>	<u>3.5 %</u>
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>CHICAGO COMMUNICATIONS</u>	<u>\$ 1473.00 / 100%</u>	<u>12 %</u>
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

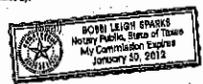
Name DEBI KOEHLER Phone Number: 214.222.6491

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

[Signature]
Signature of Affiant/Owner

State of TEXAS
County of DENTON

This instrument was acknowledged before me on April 9 2008 (date)
by DEBI KOEHLER (name as of person)
as MANAGER (type of authority, e.g., officer, trustee, etc.)
of AMERICAN MESSAGING SERVICES (name of party on behalf of whom instrument was executed).



[Signature]
Signature of Notary Public

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: _____
Specification Number: _____

From: CHICAGO COMMUNICATIONS (Name of MBE/WBE)
MBE: Yes No _____
WBE: Yes No _____

To: AMERICAN MESSAGING SERVICES, LLC and the City of Chicago:
(Name of Prime Contractor - Bidder/Contractor)

The undersigned intends to perform work in connection with the above projects as a:
____ Sole Proprietor _____ Corporation (LLC)
____ Partnership _____ Joint Venture _____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
CHICAGO COMMUNICATIONS WILL ASSIST WITH TRANSMITTER INSTALLATIONS AND RELATED MAINTENANCE THROUGHOUT THE STATE OF ILLINOIS.

The above described performance is offered for the following price and described terms of payment:
AMERICAN MESSAGING SERVICES WILL PAY A MINIMUM \$1473.00/MONTHLY TO CHICAGO COMMUNICATIONS IN ACCORDANCE WITH IT'S 1% COMMITMENT.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

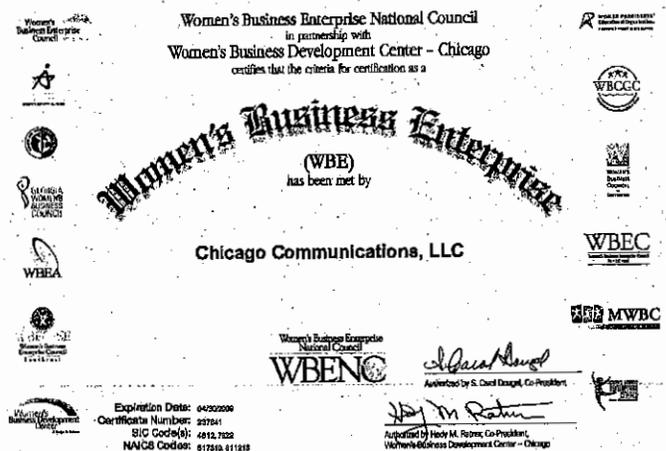
The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

[Signature]
Signature of Owner or Authorized Agent
Cynthia Glasgow, Principal
Name Title (Print)
4-10-2008
Date
630-832-3311
Phone

Women's Business Enterprise National Council
in partnership with
Women's Business Development Center - Chicago
certifies that the criteria for certification as a

Women's Business Enterprise
(WBE)
has been met by

Chicago Communications, LLC



WBENC
Authorized by S. Carol Engel, Co-President

Expiration Date: 04/20/2009
Certificate Number: 227241
SIC Code(s): 4812, 7222
NAICS Code(s): 481200, 811200

[Signature]
Authorized by Heidi M. Reines, Co-President,
Women's Business Development Center - Chicago



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Beth Ann Lynch
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2349 (TTY)
http://www.cityofchicago.org

October 12, 2007

Cynthia A. Glashagat, Principal
Chicago Communications, LLC
200 Spangler Avenue
Evanston, Illinois 60126

Annual Certificate Expires: **December 1, 2008**
Vendor Number: **50182021**

Dear Ms. Glashagat:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until December 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by **December 1, 2008**.

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

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

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

**Sales, Service and Installation of Communications Equipment;
Telecommunications Reseller**

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) of specialty. While your participation on City 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 the City's Minority and Women Business Enterprise Programs.

Sincerely,

Beth Ann Lynch
Deputy Procurement Officer

LAL/mck



SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: _____
Specification Number: _____

From: CORPORATE IMAGE MBE: Yes No _____
(Name of MBE/WBE Firm) WBE: Yes _____ No _____

To: AMERICAN MESSAGING SERVICES, LLC and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as:

____ Sole Proprietor Corporation (LLC)
____ Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

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

AMERICAN MESSAGING WILL PURCHASE MARKETING MATERIALS
FROM CORPORATE IMAGE.

The above described performance is offered for the following price and described terms of payment:

AMERICAN MESSAGING WILL SEND APPROXIMATELY
\$5,000.00 WITH CORPORATE IMAGE IN 2008.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago; and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Cynthia A. Glashagat
Principal (Title: Firm)
4-1008
Date
84779594657
Phone

Rev. 9/03

Page 1 of 1

FROM :

FRK NO. : 18477959667

Feb. 08 2008 03:02PM PM



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Beth Ann Lynch
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2349 (TTY)
http://www.cityofchicago.org

March 22, 2007

Lisa Robinson
Creative Corporate Image Group, Inc.
750 Lee Street #201
Des Plaines, IL 60018

Annual Certificate Expires: **June 1, 2008**
Vendor Number: **1088841**

Dear Ms. Robinson:

We are pleased to inform you that Creative Corporate Image Group, Inc. has been certified as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until June 1, 2012; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2008**.

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

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

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

**Marketing Services; Souvenirs; Promotional Products;
Fulfillment Services for Promotional Products**

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

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

Sincerely,

Beth Ann Lynch
Deputy Procurement Officer

LAL/v



Chicago Minority Business Development Council, Inc.

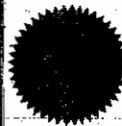
Certificate of Certification

This certificate acknowledges that

CREATIVE CORPORATE IMAGE GROUP, INC.

has met the stringent certification requirements for minority-owned and controlled business enterprises defined by the National Minority Supplier Development Council certifying program.

Certification No. **1088841**
NAES Code **1088841**
Product(s) **Marketing Services and Promotional Products**
Date of Certification **3/22/07**
Expiration Date **6/1/08**



Lisa Robinson
President

"Building Business Wealth through Supplier Diversity"

5/2002

FORM NO. 1007/03/05/07 (REV. 08/05) 03/05

EXHIBIT 9

EDS

work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Property

Contractor must be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies) owned, rented, or used by Contractor.

The Contractor must be responsible for all loss or damage to City of Chicago property at full replacement cost.

B. Additional Requirements

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificate of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

EXHIBIT 10

Insurance Requirements and Evidence of Insurance

The Contractor must provide and maintain at Contractor's own expense, during the term of the contract and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability, (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor may maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (scheduled/owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any EDP professional or other consultants perform work in connection with this contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of:

If Contractor is a joint venture or a limited liability company the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverage is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

City of Chicago 37248 AMERIS9 DATE 08/00/07 04/23/08

ACORD - CERTIFICATE OF LIABILITY INSURANCE

PRODUCER: INSURANCE MARKETING AGENCIES
308 MAIN STREET
WORCESTER, MA 01608
508 755-7233

INSURED: American Messaging Services LLC
1720 Lakeside Drive, Suite 100
Lowville, TX 75057

INSURERS AFFORDING COVERAGE:

- INSURER A: One Beacon Insurance Group 20848
- INSURER B: Employers Fire Insurance Company 20848

INSURER C:
INSURER D:
INSURER E:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	7110090050001	11/02/07	11/02/08	EACH OCCURRENCE \$1,000,000 POLICY LIMIT \$1,000,000 MED EXP (per law period) \$10,000 PERSONAL & ADV INURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPOD AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO	7110090050001	11/02/07	11/02/08	COMBINED SINGLE LIMIT (all coverages) \$1,000,000
B	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIBID AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7539184360001 FB1E98761	11/02/07	11/02/08	BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ AUTO ONLY CEA ACCIDENT \$ BL ADD \$ OTHER THAN AUTO CEA ACC \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	7110090050001	11/02/07	11/02/08	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B	NON-OWNED EQUIPMENT AND EMPLOYERS LIABILITY EMPLOYERS LIABILITY OFFICER/DIRECTOR AND EXECUTIVE THIS COVERAGE IS NOT AFFORDED UNDER THIS POLICY	4060197350000	11/02/07	11/02/08	<input checked="" type="checkbox"/> BODILY INJURY (per person) EL EACH ACCIDENT \$1,000,000 EL DISEASE - SA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOGS / TRAILERS / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Chicago is an Additional Insured where required by contract or written agreement with respect to General Liability coverage for Contract Number 16295 - Specification Number 8329.

CERTIFICATE HOLDER: City of Chicago
121 N. LaSalle Street
City Hall, Room 403
Chicago, IL 60602

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL, 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE: [Signature]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25-B (00/1/08) 2 of 3 #S144937/M141122

DESCRIPTIONS (Continued from Page 1)

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EXHIBIT II

List of Key Personnel

Name:	Title:
Merk Mc Cormick	Account Executive
Rick Darling	Director, Sales
Bob Wilkins	Vice President, Sales

Exhibit 12

City Authorized Representatives

Name	Job Title
Bob Kolman	Managing Deputy CIO
Douglas Coupland	Telecommunications Manager
Deborah Thompson	Telephone Help Desk
Gwendolyn Williams	Pager Support
Alex Morales	Telecom Lead
Carolyn Bliss	Telecom Lead
Frank Gapianski	Telecom Lead
Kevin Kirby	Telecom Lead

Exhibit 13
Escalation Procedures

CONTRACTOR

The parties shall first attempt to resolve any issues with the City's account through Mark McCormick, the City's Account Executive. If the parties cannot resolve the issues, Rick Darling, Director of Sales, shall become involved to address any issues with the City's account. Following a period of no less than thirty (30) days or otherwise upon agreement of the parties, Bob Wilkns, Vice President of Sales, shall intervene to resolve issues with the City's account.

CITY OF CHICAGO

The parties shall first attempt to resolve any service issues through Gwendolyn Williams, the City's Account Executive. If the parties cannot resolve the issue, Douglas Coupland, Manager of Telecommunication, shall become involved to address any service or vendor issues. Following a period of no less than thirty (30) days or otherwise upon agreement of the parties, Managing Deputy CIO Robert Kolman shall intervene to resolve issues.

Exhibit 14
Contractor's Back-Up Procedures

American Messaging's paging networks use the most current technology available and are designed to continuously improve system performance. Our networks are designed with the following characteristics:

- Satellite delivery of paging information for greater coverage;
- ATM (Asynchronous Transfer Mode) Data Network, providing interconnectivity of paging terminals and satellite links;
- Redundancy in key network locations provides continuous service in the unlikely event of an outage;
- Data network topologies utilizing TCP/IP and SNMP, which help American Messaging pilot its networks;
- Automatic diagnostics and alarming to minimize downtime;
- Fiber optic telco connections, where available, for improved reliability; and,
- Interconnect route diversity to maintain service in the event of a landline-based problem.

To eliminate any significant outages in its paging systems, American Messaging employs redundancy in all critical areas where possible. In our switching centers, battery back-up and permanent back up generators are used to ensure minimal down time during power failures. In many switching locations, self-healing fiber optic links are utilized for interconnection to each Local Exchange Carrier. American Messaging's 900MHz satellite controlled paging systems employ supplemental paths as well as ancillary encoding equipment to deliver paging data to transmitter locations. We connect each of our switching locations via state of the art ATM networks, backed up in the event of failure by dial-up phone lines. American Messaging's terrestrial link transmitter system also employs fully redundant link transmitters. On systems where redundancy is not available, ample spares are inventoried to minimize the impact of failure.

American Messaging's paging network is monitored to ensure peak performance and throughput. Through the use of automatic fault recognition systems, American Messaging is able to conduct proactive tests on all of our Internet services to enable proper operation. In addition to monitoring our Internet services, American Messaging also monitors our radio frequency and switching infrastructure to provide the most reliable service possible. Our Outage Support Team, which operates 24x7x365, is automatically alerted to any detected problem. The Team not only engages the support of our technical support staff to resolve the problem quickly and efficiently, but also notifies our sales staff and customer support teams of the current issue affecting us. Once the problem is resolved, all parties are notified of the resolution.

In summary, American Messaging is very committed to meeting the needs of its customers and to do so we have designed and operate our networks for maximum reliability and consistency of performance.

Exhibit 15
Contractor's Emergency and Disaster Procedures

The American Messaging Business Continuity and Disaster Recovery program is just one part of our overall philosophy to provide high quality services for our customers.

We have a cross-functional Business Continuity and Disaster Recovery ("BC/DR") team responsible for minimizing the impact of a disruption to our customers, employees, infrastructure, and business operations. We accomplish this objective by focusing on the following activities:

1. • Identify critical functions, infrastructure and risks;
2. • Implement strategies to minimize the risk of a disruption;
3. • Develop Business Continuity, Disaster Recovery and Crisis Management plans to recover operations in the event of a disruption;
4. • Test our plans to validate our response capabilities.

We continue to refine our response and recovery capabilities due to the increasing variety of services we provide and the ever-changing level of potential threats to these services.

We have implemented cross-functional crisis management teams across our national footprint to enhance communication during crisis events. These teams provide a command and control structure that allows management to gather and report information about crisis events, and for the teams to escalate decision-making as needed.

BC/DR activities are visible across all major aspects of our company. We have developed numerous plans to recover critical functions. Many business functions have implemented strategies and procedures that not only support routine operations, but also help the function continue to operate in the event of a disaster. Robust operational strategies are at the core of our ability to provide reliable and resilient services.

This document provides additional information regarding planning activities in three of our major customer-affecting departments: Network Operations, Information Technology and Customer Service.

Network Operations

American Messaging strives to deliver superior service based on our design philosophy, which includes redundancy on critical paths and components so that a potential failure of one component of the network does not significantly affect our customers.

The communications between our internal switches and external networks such as the Public Switched Telephone Network ("PSTN") and the Internet are also designed to reduce the possibility of interrupted communications. The use of battery and generator back-up systems in critical locations also serves to minimize the risk of a disruption if commercial power is lost.

Our design concept extends from our equipment and technology capabilities to our business procedures. These procedures include frequent and thorough preventative maintenance, real-time monitoring of all key system components, the 24x7 availability of trained maintenance personnel to repair or resolve critical failures should they arise, and wide deployment of these personnel and spare parts to permit rapid response and restoration of service.

Monitoring, maintenance, and restoration of the paging network

Service protection and restoration strategies are an integral part of American Messaging's network management and operations.

Our Network Operations Centers ("NOC") located in Texas, monitors our nationwide network. This NOC is staffed 24x7 with experienced personnel who work closely with our regional field operations teams and with our vendors to coordinate and expedite the restoration of service in the event of outages. The NOC receives alarms or other indicators that help troubleshoot problems in the network, and that provide technicians with key information to analyze and maintain network integrity.

The NOC technicians work with the field staff to dispatch personnel to the affected sites as needed. An inventory of standard spare parts and repair equipment is available to technicians in all of our central network locations. We also have standing agreements with our critical vendors to get 24x7 support from their engineering personnel and obtain replacement equipment if required.

In addition to redundancy in the equipment and circuitry, each Switching Center is protected by automatic power back-up systems, by automatic fire detection and suppression systems, and by physical security systems and alarms. Switching Center buildings have restricted access to prevent entry by unauthorized personnel. The buildings themselves are designed to provide maximum protection for their systems and services.

In each Switching Center, network operations personnel routinely back-up system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

A disaster recovery plan has been developed for each Switching Center, which addresses the recovery of the systems, services and personnel. Exercises are conducted at least twice annually to confirm that these plans can be implemented as expected and to continually increase the readiness of the network teams to respond to an actual disaster. These exercises focus on disasters that may impact us or our customers.

Strategy for continued service to transmitter sites

We have more than 2000 transmitter sites across our nationwide network to provide the desired level of customer service, both in terms of capacity and quality of service. Despite this large number of sites, the loss of a transmitter site is still a serious situation. We take extra precautions to protect and keep these transmitter sites operational.

Transmitter site equipment has sophisticated diagnostics that can instantly determine if a problem occurs at the site. Where feasible these diagnostic alarms are transmitted to the NOC for resolution.

In addition, we maintain and utilize portable transmitter sites referred to as Relocatable Ancillary Transmitters ("RAT's"), which are fully functional generator-powered cell sites that can replace or enhance network coverage and capacity in a given area, and can be used for emergency situations, such as a weather-related outage or other natural/man-made disaster.

Back-up power strategy for the paging network

American Messaging purchases power from electric companies for the day-to-day power requirements of our network infrastructure. If commercial power is lost, we have implemented back-up power systems for all of the critical equipment and infrastructure in our wireless network.

This is accomplished by installing large banks of back-up batteries in our Switching and Data Centers, and these are supported by back-up generators. We have arrangements with our fuel suppliers to refill our fuel tanks as needed, allowing our systems to operate until commercial power is restored.

Our Switching & Data Center generators are tested regularly to ensure that they are functioning properly, and the batteries and generators are regularly put through rigorous load tests to ensure that they can support the needs of the network in the event of a commercial power disruption.

Circuit diversity strategy for the paging network

Our paging network is comprised of numerous components that are connected using a mixture of traditional landline telecommunication circuits, wireless radio links, and satellite distribution. We support many of our critical network locations with diverse circuits, network technologies, and alternate local telecom carriers. The impact of a severed fiber optic cable or a faulty T1 circuit is minimized by this diversity in our telecommunications connectivity.

Information Technology - Disaster Recovery Planning

The American Messaging Information Technology ("IT") team manages the technology that supports internal business functions. For example this technology helps internal users respond to customer needs, streamline internal and external communications, and automate many of our high volume activities. Many of these technologies are integral to our daily operations.

Our Information Technology Team focuses its efforts on mission critical applications and systems, many of which support customer transactions. System engineers for these applications and their supporting technologies emphasize redundancy, geographic diversity, and heightened security to safeguard these systems from an unexpected interruption or disaster.

Data Center Strategy

Mission critical applications are maintained in a secure data center environment. Our major data centers are protected by automatic fire detection and suppression systems, and by physical security systems and alarms. The data centers have strictly limited access to prevent entry by unauthorized personnel. Only a small number of authorized employees are permitted to access these data centers, and the buildings are monitored by security guards and camera systems to provide a high level of protection to the systems and services located there.

All data centers are backed-up by battery and generator systems which are designed to support the data center for extended timeframes in the event commercial power is disrupted. These systems are tested regularly to ensure that they will provide power when needed.

Data Backup Strategy

In each of the Data Centers that house mission critical applications, a significant amount of resources are put into our data back-up and restoration capabilities. Ensuring the availability and security of critical historic data is part of daily operations, and our back-up procedures include internal and off-site rotation of electronic files.

Recovery Plans and Tests

The IT team develops, tests and maintains disaster recovery plans for mission critical applications in the data centers. Exercises are scheduled to confirm that the applications can be restored properly, that all interfaces are accessible, and timeframes are met.

Customer Service

Our customer service operations are designed to be resilient. The contact centers are equipped to adapt to changes in customer call volumes, call types, or other circumstances so that they meet service quality targets. Customers are also provided with many different ways to interact with us. For example, customers can gather information about their accounts using our web site and other self-service tools if these are most convenient for them.

Contact center infrastructure

We pay particular attention to the design of our contact centers, not only to make them a safe and enjoyable workplace for our employees, but also to minimize the risk of a disruption. These

efforts include special security access to the building, including security guards, camera systems, and lighting systems. The communications equipment is maintained in a secure and environmentally controlled computer room, which is supported by back-up batteries and generator power.

Recovery Plans and Tests

Our customer care teams work closely to monitor service levels and the need to redirect calls. We have documented many of these routing patterns in our recovery plans to streamline our ability to activate the technology in the event of an interruption, and to send calls to the teams that are best equipped to help the customer. The business continuity plan is tested at least annually.

EXHIBIT 16

SECURITY PROVISIONS FOR SPECIFIC CITY DEPARTMENTS

Exhibit 16A-1: City Department of Aviation

Confidentiality

(a) Unless agreed otherwise by the Commissioner in writing, all data, findings or information in any form prepared, assembled or encountered by or provided to or by Contractor in connection with this Agreement (collectively, "Project Data") are property of the City and are confidential. Contractor agrees that, except as specifically authorized by the Commissioner in writing or as may be required by law, Project Data will be made available only to the Commissioner, his designees, and, on a need-to-know basis, Contractor's employees and Subcontractors. Contractor acknowledges that Project Data may contain information vital to the security of the airport ("Airport Security Data"). If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards.

(b) Except as authorized in writing by the Commissioner, Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain.

(c) If Contractor is presented with a subpoena or a request by an administrative agency regarding Project Data, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before any Project Data are submitted to the court, administrative agency, or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by (a), (b) and (c) and any other confidentiality provisions in this Agreement.

Airport Security

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

Airport Security Badges

Contractor must obtain from the airport badging office Airport Security Badges for any person working at the airport on Contractor's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and fees may be required to obtain Airport Driver's License and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). Contractor is responsible for requesting and completing the form for each person who will be working at the Airport on Contractor's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designees, the employees will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. Contractor must make available to the Commissioner, within one day of request, the personnel file of any person who will be working on the project.

In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on any person working on its behalf.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- (a) All individuals must wear and display their Airport Security Badges on their outer apparel at all times while at the airport.
- (b) All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- (c) All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- (d) Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.

Contractor's personnel who function as supervisors, and those that escort Contractor's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

General Requirements Regarding Airport Operations

Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Agreement, Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower. Use of the airport for air transportation takes precedence over all of Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the airport which require that Contractor's work be interrupted or moved from one part of the work site to another.

If Contractor requires interruption of airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least 5 working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the

service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of each same day.

Prior to start of work, Contractor must request the Deputy Commissioner in charge of the projects provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractor must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. Contractor must not permit or allow its employees, Subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractor must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to FAA Advisory Circular 150/3345-43B, Specification of Obstruction Lighting Equipment. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask Contractor to post obstruction lights.

For any work on the airfield, Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of this larger size. Except as otherwise agreed by the Commissioner or his designees, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all Subcontractors, material men, laborers, invitees and all other persons under Contractor's control, is grounds for the Chief Procurement Officer to declare an event of default and terminate this Agreement immediately.

Exhibit 16-B: Department of Water Management

Chicago Department of Water Management Security

(c) For purposes of this Section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Chicago Department of Water Management ("DWM") facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

(1) provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

(2) deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

(3) deliver to the City consent forms signed by all employees who will require access to the DWM facility consenting to the searches described in this Section

ii- The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Agreement and any extensions of it.

(f) Each employee whom Contractor wishes to have access to a DWM facility must submit a signed, completed "Area Access Application" to the DWM to receive a DWM Security Badge. If Contractor wishes a vehicle to have access to a DWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible

for requesting and completing these forms for each employee who will be working at DWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within 1 day of request, the personnel file of any employee who will be working on the project.

(g) At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City. DWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DWM property.

(h) The following rules related to Security Badges and Vehicle Permits must be adhered to:

(i) Each employee must wear and display the DWM Security Badge issued to that employee on his or her outer apparel at all times.

(ii) At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DWM facilities, and all employees and other individuals entering or exiting DWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.

(iii) All individuals operating a vehicle on DWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

(iv) All required City stickers and State Vehicle Inspection stickers must be valid.

(v) Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

(l) Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DWM.

(j) Whenever the Contractor receives permission to enter DWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DWM personnel of the point of access.

(k) Stockpiling materials and parking of equipment or vehicles near DWM security fencing are prohibited.

(l) Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be repaired by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight hour period from the time of notice given by the Commissioner.

(m) Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a 24-hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

(n) Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DWM property. Alcoholic beverages are also prohibited.

(o) All employees and vehicles working within DWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Agreement Payment will not be made until all passes issued have been returned to DWM Security.

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:

Sam Q. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 DAY OF November, 2014.

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

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

1488-14030

OR

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

TOTAL AMOUNT OF CONTRACT: \$1,532,115.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 4991619.520115

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 19 2014

APPROVED AS TO FORM:

Julia C. Demas

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