

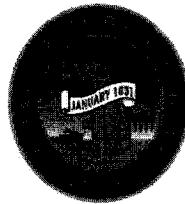
PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1650-15538

For

RADIOS EQUIPMENT, PARTS AND SERVICES

BETWEEN



**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JUN 08 2016

COOK COUNTY GOVERNMENT

COOK COUNTY SHERIFF'S OFFICE

AND

MOTOROLA SOLUTIONS INC

(Based on City of Chicago Contract # 33939)

PROFESSIONAL SERVICES AGREEMENT

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ATTACHMENT

Attachment A City of Chicago Contract

List of Exhibits

- Exhibit 1 Scope of Services and Price Proposal consisting of:
Attachment 1: Cook County P25 Radio System Upgrades proposal dated May 12, 2016
Attachment 2: Department of Homeland Security and Emergency Management MCC 7500 Dispatch Consoles proposal dated April 4, 2016
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization
- Exhibit 6 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 7 UASI Grant Agreement
- Exhibit 8 Cook County Sheriff's Itemized Equipment List
- Exhibit 9 Department of Homeland Security and Emergency Management's Itemized Equipment List
- Exhibit 10 Juvenile Temporary Detention Center's Itemized Equipment List
- Exhibit 11 Cook County Clerk's Itemized Equipment List
- Exhibit 12 Department of Facilities Management Itemized Equipment List

Exhibit 13	General Conditions
Exhibit 14	Cook County Prevailing Wage Rates
Exhibit 15	Motorola Supplemental Terms and Conditions for Services
Exhibit 16	Motorola Equipment and Parts Purchase Supplemental Terms and Conditions
Exhibit 17	Motorola Software License Agreement
Exhibit 18	Construction General Conditions
Exhibit 19	COUPE Agreement
Exhibit 20	Economic Disclosure Statement
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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 Motorola Solutions, Inc., doing business as a(an) corporation of the State of Illinois, incorporated in the State of Delaware hereinafter referred to as "Consultant", "Contractor" or "Motorola", pursuant to authorization by the Cook County Board of Commissioners on June 8, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

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 solicited a formal Request for Proposals for Radio Equipment, Parts and Services ("Services") and the Contractor was identified qualified contractor to provide the services; and

Whereas, City of Chicago, entered into a contract on April 25, 2016 for the provision of Services, a copy of the contract # 33939 is attached hereto as Attachment 1 for reference purposes only, but the terms of the contract are not a made a part of or incorporated into this Agreement; and

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

Whereas, the County, through the Sheriff's Office, desires certain similar services of the Contractor; and

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

Whereas, the Contractor agrees to provide to the County the Services as set forth in Exhibit 1, Statement of Work; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver the Services set forth in Exhibit 1, Scope of Services and Price Proposal, all on pricing equivalent to or more favorable to the County than that contained in the City of Chicago contract, as set forth in Attachment 1; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

NOW, THEREFORE, the County and Contractor 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 Using Agency require the approval of the Chief Procurement Officer in a written amendment 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.

"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" or **"Subconsultant"** means any person or entity, performing any part of the Services, with whom Consultant contracts solely to provide any part of the Services.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

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 tables 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:

- Exhibit 1 Scope of Services and Price Proposal consisting of:
Attachment 1: Cook County P25 Radio System Upgrades proposal dated May 12, 2016
Attachment 2: Department of Homeland Security and Emergency Management MCC 7500 Dispatch Consoles proposal dated April 4, 2016
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization
- Exhibit 6 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 7 UASI Grant Agreement
- Exhibit 8 Cook County Sheriff's Itemized Equipment List
- Exhibit 9 Department of Homeland Security and Emergency Management's Itemized Equipment List
- Exhibit 10 Juvenile Temporary Detention Center's Itemized Equipment List
- Exhibit 11 Cook County Clerk's Itemized Equipment List
- Exhibit 12 Department of Facilities Management Itemized Equipment List
- Exhibit 13 General Conditions
- Exhibit 14 Cook County Prevailing Wage Rates

Exhibit 15	Motorola Supplemental Terms and Conditions for Services
Exhibit 16	Motorola Equipment and Parts Purchase Supplemental Terms and Conditions
Exhibit 17	Motorola Software License Agreement
Exhibit 18	Construction General Conditions
Exhibit 19	COUPE Agreement
Exhibit 20	Economic Disclosure Statement
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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 Price Proposal, 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. Nothing in this Contract contemplates the preparation of "works for hire" by Consultant. Consultant reserves all Proprietary Rights. For purposes of this contract, "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the equipment and software, including those created or produced by Consultant under this contract and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the software whether made by Consultant or another party.

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.

In carrying out its Services, Consultant must also provide equipment ("Equipment") and software ("Software") as set forth in Exhibit 1, Scope of Services and Price Proposal.

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 use at least the same degree of care that the Consultant applies to its own confidential information and will not use less than reasonable care.

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 Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency 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. County consent shall not be required in the event that a Key Employee (i) is on permitted leave in accordance with standard policies, (ii) resigns from employment, (iii) is dismissed for cause, (iv) fails to perform his or her duties adequately, as determined by employer in its sole discretion, (v) is unable to work, or (vi) seeks a new position within employer's firm. "**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 Using Agency 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, if any, is found in Exhibit 1, Scope of Services and Price Proposal.

iii) **Salaries and Wages**

Consultant and Subconsultants 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.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned 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, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, 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 Form 1 of the MBE/WBE Utilization Plan.

- f) **Insurance**
(See GC-15)
- g) **Indemnification**
(See GC-02)
- h) **Confidentiality and Ownership of Documents**
(See GC-28)
- i) **Patents, Copyrights and Licenses**
(See GC-16)
- j) **Examination of Records and Audits**
(See GC-30)
- k) **Subcontracting or Assignment of Contract or Contract Funds**
(See GC-01)
- l) **Professional Social Services**
(Intentionally Omitted)

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 June 16, 2016 ("**Effective Date**") and continue until June 15, 2019 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.
- ii) Neither Consultant nor Consultant's agents, employees nor 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, if not caused by the County.
- iii) Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence.

c) Agreement Extension Option

The Chief Procurement Officer may, subject to Consultant's agreement, at any time before this Agreement expires elect to renew this Agreement for to up to two (2) additional one-year renewal periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by one-hundred (120) days advance notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension and any price adjustment, for the purchase of new equipment and Services not currently specified in Exhibit 1, Scope of Services and Price Proposal in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services. The total not to exceed fee for this contract is \$12,819,794.74.

**b) Method of Payment
(See GC-04)**

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

- d) **Non-Appropriation**
(See GC-40)
- e) **Taxes**
(See GC-06)
- f) **Price Reduction**
(See GC-07)
- g) **Consultant Credits**
(See GC-08)

ARTICLE 6) DISPUTES
(See GC-09)

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE
WITH ALL LAWS**
(See GC-32 and GC-17, as well as Exhibits 1, 15 and 16 with respect to FCC licensing and compliance).

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 assigned to perform the Services are competent to perform their assigned portion of 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, to the best of its knowledge and belief, its Subcontractors are not in default at the time this Agreement is signed, and has 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 has the capability to 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
- 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.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer or employee of the County is employed by Consultant or has a direct financial interest, as defined in Section 2-561 subparts (1) and (2) of the Cook County Code of Ordinances, or indirect financial interest, as defined in Section 2-561 subparts (3) of the Cook County Code of Ordinances, 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
(Intentionally Omitted)**

d) Business Documents

At the request of the County, Consultant must provide copies of corporate documents demonstrating that the person executing this Agreement has the authority to do so.

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) 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, as part of the Services to be provided under this Agreement, 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 knowingly to perform any Services or have access to any confidential information, as defined in Section 3.h 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 See GC-11, GC-12, GC-13, GC-25**

- a) **Events of Default Defined
(See GC-11 and GC-13)**

- b) **Remedies**
(See GC-12)
- c) **Early Termination**
(See GC-25)
- 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 will be negotiated.

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 for convenience.

- e) **Right to Offset**
(Intentionally Omitted)
- f) **Delays**
(See GC-14)
- g) **Prepaid Fees**
(See GC-05)

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:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) 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) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any 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 amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction
(See GC-31)**

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, at County's expense, 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 Using Agency in connection with the termination or expiration.

**h) Waiver
(See GC-33)**

i) Independent Consultant

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 Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant 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.
- i) 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.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the

right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**I) Force Majeure
(See GC-35)**

**ARTICLE 11) NOTICES
(See GC-24)**

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.

ATTACHMENT A

City of Chicago Contract #33939

Contract Summary Sheet

Contract (PO) Number: 33939

Specification Number: 110054

Name of Contractor: MOTOROLA SOLUTIONS INC

City Department: OFFICE OF EMERGENCY COMMUNICATION

Title of Contract: RADIO EQUIPMENT, PARTS AND SERVICES

Term of Contract: Start Date: 4/25/2016

End Date: 4/24/2021

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

\$25,000,000.00

Brief Description of Work: RADIO EQUIPMENT, PARTS AND SERVICES

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

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

Vendor Number: 1035967

Submission Date: 4-27-16

Specification No. 110054
Contract (PO) No. 33939
Vendor No. 1035967
Federally-Funded (UASI)

PRODUCTS AND SERVICES CONTRACT
BETWEEN
THE CITY OF CHICAGO
OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS
AND
MOTOROLA SOLUTIONS, INC.



RADIO EQUIPMENT, PARTS AND SERVICES

RAHM EMANUEL
MAYOR

JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER

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ARTICLE 1. INTRODUCTION

This Contract is entered into as of the 25TH day of APRIL, 2016 ("Effective Date") by and between Motorola Solutions, Inc., a Delaware corporation ("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 Office of Emergency Management and Communications ("City"), at Chicago, Illinois.

WHEREAS, the City desires to acquire a source for radios, parts and services, and the City advertised a Request for Proposal for radios, parts and services as described more fully in the RFP and herein;

WHEREAS, Contractor is a provider of the type of radios, parts and services sought by the City as more fully described in this Agreement, and desires to provide such radios, parts and services to City;

WHEREAS, The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 2. INCORPORATION OF EXHIBITS:

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

- Exhibit 1: Scope of Services and Time Limits for Performance
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
- Exhibit 6: Software License Agreement

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"**Addendum**" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"**Airports**" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

"**Attachments**" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"**Bid**" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"**Bidder**" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"**Bid Opening Date**" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"**Bid Documents**" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"**Business Day**" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"**Calendar Day**" means all calendar days in accordance with the world-wide accepted calendar.

"**Chief Procurement Officer**" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**City**" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"**Commissioner**" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"**Contact Person**" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"**Contract**" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Contractor Software" means Software that Contractor or its affiliated company owns.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Force Majeure Event" means an event beyond the reasonable control of a party to this Contract, which includes, but is not limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Third Party Software" means Software owned by a third party and included in the products purchased under this Agreement.

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

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

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Software" means the Contractor Software and Third Party Software in object code format that is furnished with the products ordered by Purchase Order under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor solely for the provision or performance of products and services under the Contract.

"Warranty Period" means one (1) year from the date of shipment.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

In case of conflict, the order of precedence of the documents constituting this Agreement is as follows, each listed document superseding in the event of any conflicting provision in a later listed

document: (i) Agreement text (excluding Exhibits); (ii) Exhibits and Schedules attached to the Agreement; (v) the Proposal; and (vi) the RFP.

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.2.5. Headings and Section References.

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or as a limitation of the scope of the particular section to which the heading refers. This Contract will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

3.1.2.6. Survival.

The following provisions will survive the expiration or termination of this Contract for any reason: Contractor Software, Third Party Software; Indemnity Provisions; Audit Provisions; Cooperation with Inspector General Provision; if any payment obligations exist, the Compensation Provisions; Disclaimer of Other Warranties; Contract Disputes; Limitation of Liability; Confidentiality; and Interpretation of Contract.

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations until such time as assignment has been fully effectuated, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

3.1.3.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City

contracts. This information can be found on the City's website:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

The City may assign or otherwise transfer all or any part of its interests in this Contract with the consent or approval of the Contractor, which may not be unreasonably withheld.

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal 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 Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process

The Contractor agrees that service of process on the 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 Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will

affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

3.1.4.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor

This Contract is not intended to and does 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 Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

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

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City 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.

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

3.1.4.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship,

Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

3.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602. Notices will be effective upon receipt.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

3.1.4.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives, which waiver must be in writing, the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

Failure or delay by Contractor to exercise any right or power under this Contract will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in writing signed by Contractor. An effective waiver of a right or power will not be construed as a future or continuing waiver of that same right or power, or waiver of any other right or power.

3.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that

occurrence and this Contract shall 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 Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Participation By Other Government Agencies

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

All Deliverables and reports, data, findings or information in any form prepared, assembled or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. 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 contained in this Contract. Notwithstanding the foregoing, Contractor, the third party manufacturer of any equipment, and the copyright owner of any Third Party Software own and retain all of their respective Proprietary Rights in the equipment and Software, and nothing in this Contract is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Contractor, and this Contract does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement attached as Exhibit 6 to this Contract, Contractor does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

In addition to the foregoing, "Confidential Information" means Private Information of individuals as defined in 5 ILCS 140 and any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Contract, in the receiving party's

possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing party. During the term of this Contract, the parties may provide each other with Confidential Information. Each party will: maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving party applies to its own confidential information and will not be less than reasonable care; and use the such Confidential Information only in furtherance of the performance of this Contract. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Contract.

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 Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

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 Contract, Contractor must immediately give notice to the Commissioner, CPO 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 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.

3.1.6. Indemnity

3.1.6.1 General

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or tangible property; failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law, except to the extent 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. Notwithstanding the foregoing, the Contractor is not required to indemnify or keep and hold harmless the Indemnified Parties from and against any and all Losses as determined upon final judgment by a court of competent jurisdiction to have been caused by the negligent or otherwise wrongful errors, acts or omissions of employees or agents of the Indemnified Parties.

"Losses" means, individually and collectively, liabilities of every kind, including monetary 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, fines,

judgments or settlements, to the extent that any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but 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 Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City. The City will give Contractor prompt, written notice of any claim or suit for which indemnification is sought under the Contract. The City will cooperate with Contractor in its defense or settlement of the claim or suit.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties for Losses, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

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 to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under 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, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or 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 Contract, including the insurance requirements set forth in the Contract.

3.1.6.2 Intellectual Property Indemnity

Contractor will defend at its expense any suit brought against the City to the extent it is based on a third-party claim alleging that the equipment manufactured by Contractor or the Contractor Software ("Contractor Product") directly infringes a United States patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: the City promptly notifying Contractor in writing of the Infringement Claim; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and the City providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against the City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim. If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for the City the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing

while providing functionally equivalent performance; or, only if the foregoing cannot be achieved through commercially reasonable means, (c) accept the return of the Contractor Product and grant Customer a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards. Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Contractor Product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product; (c) Contractor Product designed or manufactured in accordance with the City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Contractor Product by a party other than Contractor; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by the City to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement. This section provides the City's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim.

3.1.7. Non-Liability of Public Officials

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 Contract or because of the City's execution, attempted execution or any breach of this Contract.

3.1.8. Contract Extension Option

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.1.9. Limitation of Liability

Except as set forth herein, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise will be limited to the direct damages recoverable under law, but not to exceed the total amount of compensation payable under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. Notwithstanding anything herein to the contrary, this Section 3.1.9 will not apply to, nor be deemed a limitation on or disclaimer of Contractor's indemnification obligations under Section 3.1.6 for (i) injury, death or damage of or to any person or tangible property or (ii) Infringement Claims. For all other indemnification obligations hereunder, this Section 3.1.9 will not apply to, nor be deemed a limitation on or disclaimer of Contractor's indemnification obligation except that Contractor's total aggregate liability for all other indemnification obligations hereunder shall not exceed the total amount of compensation payable under this Agreement. In addition, there will be no limitation on the amount of liability and no exclusion of any types of damages for claims based on the following: (i) Contractor's willful misconduct or gross negligence; and (ii) any claims covered by Contractor's insurance policies required to be maintained hereunder (except that coverage limits of such policies shall apply).

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.4. Electronic Ordering and Invoices

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required

by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

3.2.1.5. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City 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 City.

3.2.1.6. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period of five (5) years after the expiration or termination of the Contract. Except as explicitly obligated hereunder, Motorola shall not be obligated to create or maintain any documents not created or maintained in the ordinary course of business, nor shall Motorola be obligated to disclose any information that it treats as confidential or proprietary.

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

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 Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period". Except as explicitly obligated hereunder, Motorola shall not be obligated to create or maintain any documents not created or maintained in the ordinary course of business, nor shall Motorola be obligated to disclose any information that it treats as confidential or proprietary.

3.2.1.7.2. Recovery for Over-Billing

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, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract 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;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract 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 the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.2.2. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first

day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, provided Contractor with all of the documents and information required of Contractor, and submitted Subcontractor's invoice to Contractor in a timely manner per the requirements of the subcontract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

3.2.3.2. Payment to Subcontractors Within Fourteen Days

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor, and submitted Subcontractor's invoice to Contractor in a timely manner per the requirements of the subcontract. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at <http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers within 14 days after receipt of payment under a City contract, the

Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 14-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 14-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

3.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3.2.3.4. Action by the City

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

3.2.3.5. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

3.3. Compliance With All Laws

3.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Non-Discrimination

3.3.2.1. Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

3.3.2.2. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.2.3. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD)

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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 deems appropriate.

For purposes of this section only, the following definitions apply:

"**Business Enterprises owned by People with Disabilities**" or "**BEPD**" has the same meaning ascribed to it in MCC Sect. 2-92-586.

"**Bid incentive**" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"**Construction project**" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"**Contract**" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

"**Contract base bid**" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"**Earned credit**" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"**Earned credit certificate**" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	¼% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

3.3.3. Wages

3.3.3.1. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at:
<http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. As of October 1, 2014, the Minimum Wage to be paid pursuant to the Order is \$13.00 per hour. The Minimum Wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.
- All employees whose regular work entails performing a service for the City under a City contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or

Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a Base Wage pursuant to MCC Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

3.3.3.2. Living Wage Ordinance

MCC Sect. 2-92-610 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 MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the 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 The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2015 the Base Wage is \$12.13. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) 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 (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, 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 work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

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

Not-for-Profit Corporations: If the 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 above do not apply.

3.3.3.3. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

3.3.4. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3.3.4.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local

government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

3.3.4.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by 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.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

3.3.4.4. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.4.5. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

3.3.5. Restrictions on Business Dealings

3.3.5.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30

days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

3.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("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 Sub-contractor of more than 7.5% ("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 make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City 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 Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor 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.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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. 2011-4 constitutes a breach and default under this Contract, 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 Contract, under Other Contract, at law 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. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"**Other Contract**" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"**Contribution**" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"**Political fundraising committee**" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

3.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in 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 the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.7. Other City Ordinances and Policies

3.3.7.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010).

3.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes 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 MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will 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).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT 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 DOT.

3.3.7.3. 2014 Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.7.4. Inspector General and Legislative 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 or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.7.5. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

3.3.7.6. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

3.3.7.7. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

3.3.8. Compliance with Environmental Laws and Related Matters

3.3.8.1. Definitions

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.8.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.8.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates,

permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.8.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.8.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.8.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report, related to the subject matter or performance of this Contract, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must notify the City of such notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) and describe the general nature of such notice or report to the Law Department within 48 hours of making, submitting or filing the original report.

3.3.8.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly relate(s) to performance of this Contract, including any notice or report in Section 3.3.8.6, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 10 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.8. Environmental Claims and Related Matters

Within 10 business days of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department.

Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply only if the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.9. Preference for Recycled Materials

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

3.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

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.

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 curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section 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.

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;

- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

3.5. Events of Default and Termination

3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event 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 Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;

- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO 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 a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.5.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. [Reserved]
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies

The remedies under the terms of this Contract 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.

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. 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, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

3.6. Department-specific Requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

3.6.1. Department of Aviation Standard Requirements

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

3.6.1.1. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include 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. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase

orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.6.1.2. Aviation Security

This Contract 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.) 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 Contract 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.

3.6.1.3. Airport Security Badges

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. 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 Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification 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). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee 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.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, 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 Drivers 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 its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge 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 Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers 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 area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors 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.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, the 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 Contract, the 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.

The 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(s). Use of the Airport for air transportation takes precedence over all of the 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 must be interrupted or moved from one part of the work site to another.

3.6.1.4.2. Interruption of Airport Operations

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 five (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 the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and 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. Contractors 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.

3.6.1.4.3. Safeguarding of Airport Property and Operations

The 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. Contractors 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.

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. 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 the 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 the 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 the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. 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 the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, 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.

The 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 the 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 the Contractor's control is an event of default.

3.6.1.4.5. Parking Restrictions

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

3.6.2.2. Access to Facilities

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 Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

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

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C 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 Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director 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 O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion.

At the Executive Director'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 Executive Director.

3.6.2.3. Security Badges and Vehicle Permits

O.E.M.C 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 O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs 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 O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C 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.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned 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 (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.2.5. Hazardous or Illegal Materials

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 O.E.M.C property. Alcoholic beverages are also prohibited.

3.6.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.6.4. Department of Water Management ("DOWM") Security Requirements

3.6.4.1. Identification of Workers and Vehicles

All employees and vehicles working within DOWM 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 Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.6.4.2. Access to Facilities

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 Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management 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:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

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

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

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 DOWM 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 Contract and any extensions of it.

3.6.4.3. Security Badges and Vehicle Permits

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM 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 DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion.

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.

DOWM 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 DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs 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 DOWM facilities, and all employees and other individuals entering or exiting DOWM 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.
- C. All individuals operating a vehicle on DOWM 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.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. 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 DOWM.

3.6.4.4. Gates and Fences

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that

comply with DOWM 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. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned 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 (8) hour period from the time of notice given by the Commissioner.

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 twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.4.5. Hazardous or Illegal Materials

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 DOWM property. Alcoholic beverages are also prohibited.

ARTICLE 4. TERMS AND CONDITIONS FOR SUPPLY/SERVICES CONTRACTS

4.1. Blanket Releases / Purchase Orders

Unless otherwise provided in the Scope of Work and Detailed Specifications, orders for products or services to be provided under this Contract will be in the form of a written City of Chicago Blanket Release (a.k.a. purchase order, purchase order release, sub-order, or sub-order release) that will be issued by the Department and sent to the Contractor. Blanket Releases will indicate the specification number, Contract/purchase order number, product description, quantities ordered for each line item, unit cost, total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding delivery.

For Blanket Releases issued before a price increase effective date, if this Contract provides for price increases, Contractor must honor Contract prices listed on the Blanket Release, even if the Blanket Release specifies multiple shipments with delivery dates that are scheduled after the effective date of the price increase.

The Contractor must not honor any verbal order(s) or make any deliveries without receipt of a written Blanket Release issued by the Department. Any items provided by the Contractor without a written Blanket Release are made at the Contractor's risk. Consequently, in the event a written Blanket Release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any items provided without a written Blanket Release.

4.2. Delivery and Acceptance

4.2.1. Delivery

As stated above, Contractor must not make any deliveries without a written City of Chicago Blanket Release issued by the appropriate department. Upon receipt of a Blanket Release, deliveries must be made to the location(s) listed in the Scope and Detailed Specifications or other location specified by the Commissioner or CPO in the written purchase order. Unless otherwise clearly and specifically provided in the Detailed Specifications or the written purchase order, all deliveries will be F.O.B. destination (City of Chicago).

Contractor understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Contract and will not relieve the Contractor of its obligation to supply satisfactory goods which conform to the Contract.

Title and risk of loss to equipment will pass to City upon delivery. Title to Software will not pass to City at any time.

4.2.2. Inspection and Defects

The City will have the right to inspect any products to be provided by Contractor under this Contract. Upon delivery of the products, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects or non-conformance with specifications. The Contractor's representative may be present for the initial examinations. This does not limit the City's right to conduct subsequent inspection of the products delivered.

If defects or omissions are discovered in the initial or subsequent inspections, the City may exercise any or all of the following remedies, in addition to any other remedies specified in this agreement:

- Refuse acceptance of any/all units.
- Require the Contractor to make corrections at Contractor's expense, either on-site or at Contractor's place of business, whether or not the term of the Contract has expired.
- Require the Contractor to replace the units at Contractor's expense.
- Require the Contractor to reimburse the City for the cost of inspection.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming items within seven (7) business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

4.2.3. Shipment errors

The Contractor will be responsible for any errors in shipments that are the fault of the Contractor. The Contractor must make arrangements with their common carrier or company personnel to pick-up, at Contractor's expense, any un-ordered products, over-shipments of product, or products that otherwise do not comply with the applicable purchase order within forty-eight (48) hours after notification by the Department. Contractor must promptly supply any under-shipment of product promptly after notification by the Department.

The City of Chicago will not be subject to restocking charges due to shipment errors.

Repeated errors in shipments will be an event of default under this Contract.

4.2.4. Acceptance

Products provided under this Contract will be deemed to be accepted by the City thirty days after delivery, unless previously rejected. The City may revoke acceptance if items are later discovered to be non-conforming or if the non-conformity is not remedied by the Contractor as expected by the City, even if the value of the item(s) is not substantially decreased due to the non-conformity.

4.3. Timeliness

The Contractor must provide the Commodities and/or Services in the time-frame required in the Scope of Work and Detailed Specifications. If Contractor's response and/or completion fails to meet this standard, the CPO may declare the Contractor in default. Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A party that becomes aware of a Force Majeure that will significantly delay performance will notify the other party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances. Contractor must use commercially reasonable efforts to avoid or remedy any Force Majeure event.

4.4. Approvals

Whenever 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.

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Whenever 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.

4.6. Key Personnel

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the City, which consent the City will not unreasonably withhold. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of

comparable qualifications and experience who is acceptable to the City. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7. Quality, Source, Substitution, and Labeling

4.7.1. Quality

Product must conform to any industry standards specified in the Detailed Specifications as well as the best industry practices and standards with respect to quality of materials and workmanship. Unless otherwise specified in the Detailed Specifications, all products provided must be new and in conformance with the Contract and acceptable in every detail to the Commissioner. If requested, the Contractor must certify to the Commissioner that all products to be provided comply with all Contract requirements. Only products which conform to the quality requirements of the Contract will be accepted.

4.7.2. Source

The Contractor must promptly notify the Commissioner upon request, of the source (or sources) from which the Contractor expects to obtain the products. The source(s) of supply, including the manufacturer, must not be debarred from contracting or otherwise be ineligible to contract with the City.

If sources are found to be unacceptable at any time or fail to be the source of products satisfactory to the Commissioner, the Contractor must furnish products from other, acceptable sources.

4.7.3. Substitution

In cases of product unavailability or other conditions beyond the control of the Contractor arising after contract award, Contractor may request to provide substitutes for the products specified in the Detailed Specifications.

Each request for substitution must be submitted separately and must include sufficient information that, in the Commissioner's sole judgment and discretion, enables the Commissioner to determine the suitability of the proposed substitute for the specified product. The information must include:

- (a) Product identification, including manufacturer's name and address.
- (b) Manufacturer's literature including:
 - i) Product description
 - ii) Reference standards
 - iii) Performance and test data
- (c) Samples, as applicable. Samples must be at no charge and will not be returned.
- (d) Name and address of similar user of the product and date of usage.
- (e) Itemized comparison of the proposed alternate item with specified item listing significant variations.

The Contractor warrants and represents that in making a formal request for substitution that: (1) the proposed substitution is equivalent to or superior in all respects to the product specified; (2) the same warranties and guarantees will be provided for the substitute as for the product specified. Any additional cost, or any loss or damage, arising from the substitution of any products for those specified shall be borne by the Contractor.

The Commissioner may, in his or her sole discretion, accept an alternate product for a specified product, provided the alternate product is, in the Commissioner's sole opinion, the equivalent of the product specified in the Detailed Specifications. The Commissioner will not entertain more than one request for substitution per year except in cases of product unavailability or other conditions beyond the control of the Contractor.

4.7.4. Testing Laboratory Labels

All products containing electrical wiring must conform to the City Electrical Code, which requires such products to be approved and so labeled by a testing laboratory acceptable under the Chicago Electrical Code Section 14-64-010.

4.8. Manufacturer's Warranty & Product Information

Contractor must have, and must demonstrate upon request or as required by the Detailed Specifications, that it has authorization to transfer product warranties to the City of Chicago. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the items to be provided under this agreement. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the products provided under this Contract in accordance with the standard warranty regularly provided by the OEM for that product, unless the Detailed Specifications call for a different warranty.

CONTRACTOR SOFTWARE. Any Contractor Software, including subsequent releases, is licensed to City solely in accordance with the Software License Agreement. City hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

THIRD PARTY SOFTWARE. Third Party Software is licensed to City pursuant to the third party's software license terms and conditions. All Open Source Software is licensed to City in accordance with, and City agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by City, Contractor will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to City a copy of the applicable standard license (or specify where that license may be found); and provide to City a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.9. Contractor's Warranties

4.9.1. TITLE WARRANTY. The Contractor warrants that the title to the products to be provided under this agreement is good and its transfer is rightful, and that the products will be delivered to the City free from all liens or any security interest or other encumbrance. The City's sole and exclusive remedy for breach of this warranty is provided in 3.1.6.2, Intellectual Property Indemnity.

4.9.2. EQUIPMENT WARRANTY. During the Warranty Period, Contractor warrants that the Contractor manufactured equipment ("Equipment") under normal use and service will be free from material defects in materials and workmanship.

4.9.3. CONTRACTOR SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Contractor warrants the Contractor Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Contractor Software.

4.9.4. EXCLUSIONS TO EQUIPMENT AND CONTRACTOR SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Contractor Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

4.9.5. **WARRANTY CLAIMS.** To assert a warranty claim, City must notify Contractor in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor will (at its option and at no additional charge to City) repair the defective Equipment or Contractor Software, replace it with the same or equivalent product or, only if the foregoing cannot be achieved through commercially reasonable means, refund the price of the defective Equipment or Contractor Software. That action will be the full extent of Contractor's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Contractor may invoice City for responding to the claim on a time and materials basis using Contractor's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Contractor.

4.9.6. **SERVICE WARRANTY.** Contractor warrants that its services under this Contract will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed. In the event of a breach of this warranty, City's sole remedy is to require Contractor to re-perform the non-conforming service or to refund, on a pro-rata basis, the fees paid for the non-conforming service.

4.9.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Contractor to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable.

4.9.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, CONTRACTOR SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.10. Maintenance/Repair Services

The scope of services ("Services") is described in the Scope of Work and Detailed Specifications article of this agreement.

Unless otherwise noted, the Contractor must take out, at Contractor's own expense, all permits and licenses necessary to perform the Services in accordance with the requirements of this Contract.

4.10.1. Standard of Performance

Contractor shall perform the Services with that degree of skill and care required to satisfactorily meet the requirements as set forth in the Detailed Specifications and to the satisfaction of the CPO. The Contractor will, at all times, act in the best interest of the City.

4.10.2. Competency of Workers

Contractor must employ only competent and efficient workers, mechanics, technicians, or artisans to perform the Services, as demonstrated by completion of a specific training program or demonstrated project experience.

4.10.3. Quality of Materials and Inspection

The City will have a right to inspect any material to be used in performance of the Services for this Contract.

The City is not responsible for the availability of any materials or equipment required under this Contract.

The Contractor is responsible for the meeting the contractual obligations and standards regarding the quality of all materials, components, or services performed under this Contract up to the time of final acceptance by the City.

Non-compliant materials, components, or Services may be rejected by the CPO and must be replaced or re-performed by the Contractor at no cost to the City.

The City shall provide written notice to the Contractor indicating the time period in which Contractor must, at its sole expense, remove from City premises, any materials or components rejected by the City.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming goods within seven business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

4.10.4. Correction or Re-Performance of Services

If the Contractor has failed to properly perform the Services, upon direction in writing from the Commissioner, Contractor will promptly re-perform or correct all work or Services identified to be defective or as failing to conform to the standards set forth in the Contract Documents, whether observed before or after completion of the Services. The Contractor is responsible for all costs of correcting such defective or nonconforming Services, including costs associated with fixing any damages, re-performing the Services, and any costs required due to Contractor's inadequate performance.

4.10.5. Work Performed on City Property

Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of Services required under this Contract.

The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the Services, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the premises and will not employ such employee again for the Services under this Contract, except with the written consent of the Commissioner.

The Contractor will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any Services to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

If required by the Detailed Specifications, the Contractor's employees or subcontractors are required to wear suitable uniforms during the time they are on duty on any City property.

The Contractor's employees or subcontractors must wear an identification badge at all times while on duty on any City property.

The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

The Contractor must, during the performance of Services, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

4.10.6. Salaries and Wages

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract 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 Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Contract 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 Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4.10.7. Excluded Services

Service excludes the repair or replacement of equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; or accident, liquids, power surges, acts of God or other force majeure events. Unless specifically included in this Contract, service excludes items that are consumed in the normal operation of the equipment, such as batteries; upgrading or reprogramming equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software

4.11. Cooperation

4.11.1. General

The Contractor will at all times cooperate fully with the City, its agents, employees, contractors, consultants, subcontractors and sub-consultants; any other parties providing services with respect to this Contract; and any interested governmental agency. The Contractor will at all times act in the City's best interests.

4.11.2. Transition; Demobilization

If this Contract is terminated for any reason, or if it is to expire on its own terms, the Contractor will make every effort to assure an orderly transition to another provider of the products and Services, if any; an orderly demobilization of its own operations in connection with the Goods and Services; uninterrupted provision of products and Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the CIO in connection with the termination or expiration.

4.12. Estimated Quantities/Level of Service

Any quantities or level of usage shown herein are estimated for the initial **Contract term**. The City reserves the right to increase or decrease the quantities of products or quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the City to contract for any products or services other than those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such products or services as are from time to time requested, performed or delivered, and issued via a Purchase Order release directly by the City.

4.13. Invoices

Invoices must be sent to The Office of Emergency Management and Communications, 1411 W. Madison Street, Chicago, IL 60607 Attn. Dan Casey.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

4.14. Unspecified Items or Services

Any Commodity or Service not specifically listed herein may be added to this Contract if it falls within the same general category of items/services already specified in the Contract. Pursuant to 2-92-646 of the Municipal Code of Chicago, the lifetime, aggregate value of the City's purchase of any items/services added to this Contract pursuant to this provision must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the unspecified items or services which are necessary and request a written price proposal for the addition of the item(s) to this Contract under the same terms and conditions of the original Contract. Upon receipt of a price proposal, the Department will forward the request and proposal to the Chief Procurement Officer for approval to add the unspecified item(s) to the Contract. Such item(s) may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in writing. The Chief Procurement Officer reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner that serves the best interest of the City.

Any such unspecified item(s) or services delivered by the Contractor, without a written approval and modification of the Contract signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractor's receipt of fully signed Contract modification approving the unspecified item(s) or services.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. General

This Contract is for Radio Equipment, Parts and Services for the Office of Emergency Management and Communications.

5.2. Funding

The source of funds for payments under this Contract is Fund number 015-100-58-4105-340. Payments under this Agreement must not exceed \$25,000,000.00 without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

The Chief Procurement Officer reserves the right to add funding for Option Years 1, 2 and 3 in the amounts shown Exhibit 2, Compensation via written notice to Contractor provided there is no change in scope.

5.3. Additional Requirements

5.3.1. Contract Term

5.3.1.1. Initial Term

The Initial Term for this Contract will be sixty (60) months, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Term Extension provision.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

5.3.1.2. Term Extension

The City has the option to unilaterally extend the term of this Contract following the expiration of the Initial Term, for up to thirty-six (36) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The option may be exercised as a single thirty-six month extension or as up to three separate extensions, each with a term no less than twelve months.

No less than sixty (60) calendar days before the expiration of the Initial Term, or if previously extended, the expiration of the term as extended, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract. The date on which the Chief Procurement Officer gives notice is three (3) days after the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the contract period for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of supply while procuring a replacement contract.

The Chief Procurement Officer reserves the right to exercise extension options or unilaterally extend the Contract by written notice to the Contractor.



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COMMODITIES AND WORK SERVICES MBE/WBE SPECIAL CONDITIONS

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

6.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. 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, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, 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.

Accordingly, the Contractor commits to make Good Faith Efforts 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 Percentage	WBE Percentage
14%	6%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), 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 will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government 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 MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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 will first consider involvement of MBEs/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 by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may 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 contracts.

Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

6.2. Definitions

"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 (defined below). 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 City of Chicago 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.*

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. 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.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: 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 government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

6.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

- i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular,

recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

6.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

- f. If the MBE or WBE is a broker:
- i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
- i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
- i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.5. Regulations Governing Reductions to 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 determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals 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'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.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders 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; and
- Bidders responding 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 or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

6.5.1. 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.

- a. The bidder 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. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:

- choosing subcontracting opportunities likely to achieve MBE/WBE goals;
- not imposing any limiting conditions which were not mandatory for all subcontractors;
- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

- b. 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 must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. 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:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

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

6.5.3. Impracticability

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.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") 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, need, industry practices or standards not previously known by the Chief Procurement Officer, 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, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

6.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

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.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County 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. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

- (3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**
If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner'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) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).
- (4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by 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, depends upon requirements agreements and blanket 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 opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders 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.
All commitments for joint venture agreements must be delineated in the Schedule B.
- (5) **Application for Approval of Mentor Protégé Agreement**
Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

6.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar 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 will be made available to the Chief Procurement Officer upon request.

- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;

- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

6.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and 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 demonstrate Good Faith Efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

6.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/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 such affected MBEs/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 a 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, within ten (10) calendar 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 arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney 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) calendar 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) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A – Assist Agency List



**CITY OF CHICAGO
 ASSIST AGENCY LIST**

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

<p>American Brotherhood of Contractors 935 West 175th Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: arba@constructive-business.com</p> <p>Asian American Business Expo 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org</p> <p>Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: kfernica@aichicago.org Web: www.aichicago.org</p> <p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: nakmancorp@aol.com</p> <p>Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Email: bcunewera@att.net Web: www.blackcontractorsunited.com</p> <p>Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: c Carey@cosmococ.org Web: www.cosmochamber.org</p> <p>Eighteenth Street Development Corporation 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 asolo@eighteenthstreet.org www.eighteenthstreet.org</p>	<p>Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: melkelcba@sbcglobal.net Web: www.cbaworks.org</p> <p>Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: info@glchamber.org Web: www.glchamber.org</p> <p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org</p> <p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Email: president@thechicagourbanleague.org Web: www.cul-chicago.org</p> <p>Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 378-1450 Fax: (312) 942-0802 Email: cwitinfo@cwit2.org Web: www.chicagowomenintradestrad.org</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (312) 243-5149 Email: johnrev.hatchett@comcast.net</p>
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City of Chicago Department of Procurement Services – Assist Agencies (cont'd)

<p>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Email: fwcchicago@aol.com Web: www.fwcchicago.com</p> <p>Hispanic American Construction Industry Association (HACIA) 650 West Lake Street Chicago, IL 60661 Phone: (312) 666-5910 Fax: (312) 666-5692 Email: info@haciaworks.org Web: www.haciaworks.org</p> <p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Email: oduque@ihccbusiness.net Web: www.ihccbusiness.net</p> <p>Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Email: d.lorenzopadron@latinamericanchamberofcommerce.com Web: www.latinamericanchamberofcommerce.com</p> <p>National Organization of Minority Engineers 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Email: shandy@infrastructure-eng.com Web: www.nomeonline.org</p> <p>National Association of Women Business Owners Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Email: info@nawbochicago.org Web: www.nawbochicago.org</p>	<p>Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Email: bevans@rainbowpush.org Web: www.rainbowpush.org</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955- 9508 Email: sshorechamber@sbcglobal.net Web: www.southshorechamberinc.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Email: aprilcobra@hotmail.com Web: www.suburbanblackcontractors.org</p> <p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Email: mkm@mkmservices.com Web: www.wcoeusa.org</p> <p>Women's Business Development Center 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org</p>
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REV. 03/04/03

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

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

Name of Company Representative at Address/Phone

within (10) ten business 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 ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

Schedule B – Affidavit of Joint Venture

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers 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: _____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

(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)

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 therefore, 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
	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

_____ (names of affiant)

personally appeared and, known to me 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)

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary.

The above described performance is offered for the following price and described terms of payment:

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(E-Mail & Phone Number)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized
representative of _____
(Name of 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 and/or Cook County,
Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with
MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the
performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach
copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role
of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____ %
Total Participation % _____

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for
every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the above signed officer _____

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

ARTICLE 7. INSURANCE REQUIREMENTS

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period, if any, when Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

7.1. Insurance to be Provided

7.1.1. 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 \$500,000 each accident, illness or disease.

7.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 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 (not to include Endorsement 21 39 or equivalent). 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 the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

7.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (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.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

7.1.4. Errors & Omissions/Professional Liability (If Applicable)

When any systems technicians, engineers, EDP and Systems professionals including but not limited to systems programmers, hardware and software designers/consultants, or other professional consultants employed or hired by Contractor perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include but not be limited to performance of or failure to perform EDP, performance of or failure to other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

7.1.5. All Risk Property/Installation

All Risk Property/Installation Insurance at replacement cost insuring loss or damage to City of Chicago equipment, materials, parts, or supplies including the radios and radio equipment systems that are part of the Contract while being serviced and while in the care, custody, and control of the Contractor. Coverage must include in transit and off-site. The City of Chicago shall be included as loss payee.

The Contractor is responsible for all loss or damage to City property at full replacement cost that results from this Contract.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

7.2. Additional Requirements

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, an ACORD Certificates of Insurance to be in force on the date of this Contract, and Renewal

Certificates of Insurance if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance upon 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. 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 Contractor 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.

The Contractor hereby waives and agrees to require their Workers' Compensation and Property 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 the 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.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

All subcontractors are required to provide their own insurance. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements as long as they do not exceed the above requirements.

ARTICLE 8. SIGNATURE PAGE

Contract Number: 33939

Specification Number: 110054

Contractor (Vendor) Name: Motorola Solutions, Inc.

Total Amount (Value): \$25,000,000.00

Fund Chargeable: 015-100-58-4105-340 and Various

SIGNED at Chicago, Illinois:

CONTRACTOR:
MOTOROLA SOLUTIONS, INC.

By: [Signature]
Name: JACK MOLLOY

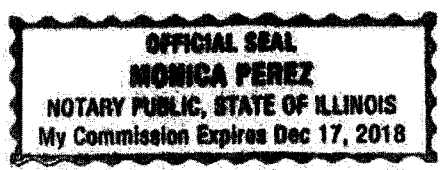
Its: EXECUTIVE VICE PRESIDENT, WORLDWIDE SALES & SERVICE

Attest: [Signature]
JASON WINKER, CFP FINANCE

State of ILLINOIS; County of COOK

This instrument was acknowledged before me on 4/7/16 (date) by JACK MOLLOY
as President (or other authorized officer) and JASON WINKER as Secretary of
MOTOROLA SOLUTIONS INC (name of party on behalf of whom instrument was executed).

[Signature] Notary Public
DEC 17 2018 Commission Expires



CITY OF CHICAGO

By: [Signature] Mayor Date APR 25 2016

[Signature] Comptroller Date 4/25/16

[Signature] Chief Procurement Officer Date APR 25 2016
R3

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA SOLUTIONS, INC.

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

1. At a meeting of the Board of Directors of the Company held on May 19, 2015 at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 19, 2015, have not been amended, and are in full force and effect on the date hereof:

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

a. Documents having a value in excess of \$50 million in the aggregate over the term of the arrangement; or

b. Documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) outsourcing arrangements, (iii) customer financing extending more than 364 days, (iv) capital expenditures, (v) lease commitments, (vi) agreements and compensatory arrangements applicable to Motorola Solutions Appointed Vice Presidents and above, (vii) litigation and legal claims, (viii) appointing agents and attorneys-in-fact to represent the Company before any customs agency, (ix) financial guarantees, financial surety agreements and financial guarantee undertakings, (x) opening bank accounts, (xi) establishing borrowing relationships on behalf of the Company, and (xii) voting or otherwise dealing with securities owned by the Company. Authority for such Documents is found in the specific resolutions below.

RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution by Senior Vice Presidents of Documents related to procurement arrangements. Authority for such Documents is found in the specific resolutions below.

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

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

Name	Title
Jack Molloy	Senior Vice President

IN WITNESS WHEREOF, I have executed this Certificate as of this 17th day of December, 2015.



Christopher C. Russell
Assistant Secretary

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

Effective: June 9, 2015

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Gino A. Bonanotte	Executive Vice President and Chief Financial Officer
Bruce Brda	Executive Vice President, Systems & Products
Eduardo Conrado	Senior Vice President & Chief Innovation Officer
Mark S. Hacker	Executive Vice President, General Counsel & Chief Administrative Officer
Kelly S. Mark	Corporate Vice President, Strategy
Mark Moon	Executive Vice President, President, Sales and Marketing
Robert C. Schassler	Executive Vice President, Solutions & Services

Board of Directors

Gregory Q. Brown
Kenneth C. Dahlberg
General Michael V. Hayden
Clayton M. Jones
Judy C. Lewent
Anna R. Pragaggiore
Samuel C. Scott III
Bradley E. Singer

Senior Vice Presidents

Mohammad Akhtar	Senior Vice President, Sales, Middle East
Michael Annes	Senior Vice President, Business Development
Jack Molloy	Senior Vice President, Sales, North America
Chris Ouimet	Senior Vice President, Human Resources
Paul Steinberg	Senior Vice President, Chief Technology Officer
Manuel Torres	Senior Vice President, Sales, Europe, Africa & Latin America

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

EXHIBIT 1: SCOPE OF WORK

1. Overview

The Contractor will provide New Radios, Replacement Parts and Accessories, and Related Services, for the City of Chicago, Various Using Departments. The radios will enable first responder's departmental staff to be readily equipped with radio communications equipment that will be used for everyday operations or in the event of an emergency..

2. Functionality and Technical Minimum Requirements

The Contractor must propose the most current model of equipment at time of purchase. As of contract execution, the latest models of Portable, Mobile, and Aircraft radio equipment is as follows:

Portable

APX 1000

APX 3000

APX 4000

APX 6000

APX 7000

APX 8000

Mobile

APX 1500

APX 4500

APX 6500

APX 7500

APX 8500

Aircraft

TDFM-9000

In addition to the radios outlined above, the Contractor will offer accessories, parts, related supplies, equipment and labor maintenance to include routine or upgrade services to allow these systems to work with City Infrastructure.

3. Ownership of Fabrication Design

All fabrication designs, revisions to the City designs, etc. of any radio equipment systems will become the sole property of the City of Chicago.

Performance Standards

The following Performance Standards will apply.

Quality Assurance

The Contractor will offer high quality performance, and reliability and efficiency of the radio equipment or radio products including any software or hardware applications. Contractor product quality will comply with industry recognized and published standards, for example IP67, MIL-STD and others when requested by the City.

Upgrades

The Contractor will offer upgrades that can significantly improve current operation or functionality of equipment that the City has purchased. Patches, software releases, and equipment recalls that correct deficiencies will be provided free of charge. Optional software upgrades necessary to enable functionality of portable and mobile offerings will be offered by the Contractor for all new radio equipment as well as any existing radio equipment.

Installation and Configuration

The Contractor will offer the option of installation and configuration support of all radio communications equipment including batteries, accessories, upgrade equipment, peripherals and applicable software solutions within an agreed upon timetable within the purchase order or statement of work.

4. Repair and Maintenance Services

Shop Facilities

The Contractor must operate a fully equipped repair shop or service facility and employ certified, personnel who are authorized to perform maintenance and/or repairs on the specified equipment described herein. Upon request, the shop facility must be open to inspection by City representatives.

The shop or service facility must be equipped with the necessary equipment and supply of parts, either in stock or readily available to properly and expeditiously perform all repair and service operations that may be required.

The Contractor's facility must be of sufficient size and accessibility to accommodate the anticipated amount of repair service to City owned equipment. The Contractor's facility must be located within a 50 mile radius of the City of Chicago.

All repair services performed under this contract must be performed by competent personnel, thoroughly trained and certified by an appropriate nationally recognized institution or organization. **The Contractor must**

include copies of any and all certifications. Repair services shall be performed in a workmanlike manner using industry accepted practices and established manufacturer procedures.

All unsatisfactory repairs shall be made or returned for corrections at no expense to the City.

Exclusive or authorized distributor/reseller or service representatives must provide names, address and phone numbers of manufacturers and attach to the bid written documentation from the manufacture's verifying your distributor status.

Service Requirements

Prior to any repair, the Contractor will provide an assessment of the identified equipment to include the cost of repair versus the cost to replace.

The Department will contact the Contractor by phone or by purchase order release, for any replacement parts and/or repair services required. The Department will furnish the Contractor with the location and description of the type of replacement parts and/or repair service required. The name and phone number of a contact person will be provided at the time of notification.

Repair Service

The City's Using Departments typically repair and maintain their own equipment; however, in the event the Using Department cannot repair or maintain the equipment, the Contractor will provide the component or board level repair service for radio units.

Field Repair Service

The Contractor will provide Field Repair Service for hardware and software support and repair service to the various Using Departments, as requested and/or approved by the Executive Director or Commissioner of the Using Department or authorized representative. The work performed under Field Repair Service shall be performed as follows:

- During normal business hours, Monday through Saturday, 8:00 a.m. to 6:00 p.m.;
- During overtime hours, Monday through Saturday, 6:01 p.m. to 7:59 a.m. and all day Sunday and City recognized legal holidays.
- Field repair service, premium time, all day Sunday and during trade holidays.
- Field repair, flat rate, and repair at Contractor's shop.
- The Contractor's facility must be located within a 50 mile radius of the City of Chicago

The Contractor will respond to requests for Field Repair Services within twenty-four (24) hours of written and/or verbal notification by any Using Department. The Using Department will furnish the Contractor with the location and description of the equipment to be repaired. The name and phone number of a contact person at the location who will be available for arranging access to the equipment will be provided at time of notification.

The City will compensate the Contractor at the negotiated hourly rates, or predetermined flat rate.

The Contractor must inspect the equipment and prepare a written proposal (time to prepare proposal will not be billable), for all repairs, which includes, but is not limited to the following information:

- contract number;
- name of City department;
- name and phone number of City contact person;
- description of equipment (make, model, serial number);
- date equipment received by Contractor;
- repair work required;
- listing of parts used to repair unit;
- number of hours of labor to repair unit; and
- name and signature of the Contractor's employees performing the work.

The Contractor, upon receipt of approval, in the form of a purchase order release from an authorized representative of the Using Department, can proceed with repairs.

In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor shall prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken. The Contractor will charge \$100 per piece of equipment that cannot be repaired for shipping and assessment.

5. Turn Around Time

Any equipment which has been taken by the Contractor for repairs that is covered under the Motorola Service from the Start program must be returned within five (5) business days from receipt of equipment at the repair facility, unless otherwise authorized by the Executive Director or Commissioner of the Using Department or authorized representative. The Contractor will provide repairs to the equipment as required by the Using Department in order to meet any reasonable time frames set forth by the Using Department. If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor must notify the Using Department of the delay. If the equipment is found to be irreparable, the Contractor is to notify the Using Department and the Using Department will make a determination of what course of action to take.

6. Work in Progress

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate his/her obligations under this agreement until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Using Department(s).

7. Warranty

The Warranty Period for all Motorola radio equipment, with the exception of batteries, is one (1) year from the date of shipment of the products. Motorola warrants the Motorola supplied batteries will maintain a capacity of 80% of rated capacity (70% of PMNN4093 and RNN4007) under normal use and service for a period of time from the date of manufacture as scheduled below. Motorola warrants against defects in

material and workmanship under normal use and service for a period of time from the date of manufacture as scheduled below. Date of manufacture is determined by the date code shown on the battery.

Battery	Workmanship Warranty Period	Capacity Warranty Period
Motorola IMPRES Batteries		
Nickel-Cadmium	48 months	24 months*
Nickel-Metal Hydride / Lithium-Ion	48 months	18 months*
Motorola Original Batteries		
Nickel-Cadmium	48 months**	18 months
Nickel-Metal Hydride / Lithium-Ion	48 months**	12 months
Mag One Batteries	12 months	12 months
* IMPRES batteries NOT charged exclusively in IMPRES chargers receive a 6 month capacity warranty reduction (i.e. 18 months instead of 24 for NiCD, and 12 months instead of 18 for NiMD & Li-ion).		
** 12 months for SL series batteries (HKNN4013, PMNN4425 & PMNN4459).		

Batteries will be replaced with new or reconditioned parts during the applicable Warranty Period if the battery capacity falls below 80% of rated capacity.

A battery will be replaced during the applicable Warranty Period if:

- 1) the battery develops leakage;
- 2) the battery clip breaks due to poor workmanship;
- 3) the battery's seam welds open; or
- 4) the battery has contact problems with either the applicable two-way radio or battery charger due to misalignment or plastic residue blocking the battery's contacts

Replacement batteries are warranted for the balance of the original applicable warranty period.

Motorola, at its option, will replace the battery with new or reconditioned parts at no charge during the applicable warranty period provided it is returned in accordance with the terms of this warranty. This warranty is extended by Motorola to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete warranty for the battery supplied by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Motorola is not responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the battery or for operation of the battery with any ancillary equipment, and all such equipment is expressly excluded from this warranty.

8. Quality of Repair Service

All repair services performed under this contract must be performed by competent personnel, thoroughly trained and certified by an appropriate nationally recognized institution or organization. **The Contractor must include copies of any and all certifications.** Repair services will be performed in a workmanlike manner using industry accepted practices and established manufacturer procedures.

All unsatisfactory repairs will be made or returned for corrections at no expense to the City.

9. Clean Up

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

10. Radio Equipment and Related Supplies

The OEMC will need a method for which to purchase additional radio equipment, parts and supplies for equipment negotiated or new equipment to be purchased during the entire contract term. That equipment includes, but is not limited to, the following:

- Antennas, portable and Vehicle Mounted
- Base Stations and Repeaters
- Controllers
- Headsets
- Cases, Portable (carrying, protective)
- Batteries
- Chargers

- Control Heads
- Panels
- Speakers
- Knobs, Portable and Mobile
- Encryption Accessories
- Programing Accessories
- External Microphone Mobile Radio Mounting Bracket
- Fix Mounted Receivers
- Mobile Radio Control Heads
- Mobile Radio Power and Accessory Harnesses
- Portable Radio External Microphones
- Programming Accessories (Cables)
- Programming Software Subscription Service
- Single and Multi Slot Portable Radio Chargers

Accessories, Batteries and Peripherals

The Contractor will offer either the original manufacturer's product (OMP) or equivalent product and may offer alternative accessories or batteries that may be of high quality, durability and/or endurance of items being offered at discounted prices.

Software, if applicable

In the event any equipment requires software, upgrades or configuration, the Contractor will include the installation and license fees with their proposal. The yearly license fees and cost for potential upgrades is to be included.

11. Other Optional Services

The Contractor will offer the following optional services:

On Line Ordering System

The Contractor offers a free self-service web application, Motorola Online (MOL), which can be used for Online Ordering as well as several other functions: pricing and availability, access to product catalog, radio service software downloads, order status and shipment tracking information, order invoice information, etc. MOL provides live customer support from 8:00 AM to 6:00 PM CST, Monday through Friday. The Contractor

will also make available User Guides for all of the different services offered by MOL which provides step-by-step instructions on how to use that specific service.

The Contractor will provide as many unique accounts to MOL as the City would like, and will assign user-based privileges based on agency affiliation.

Trade In

The Contractor will work with the City to provide trade-in credit in exchange for the purchase of new radios and radio equipment. However, the credit that will be given will be determined on a case-by-case basis which will be dependent on what is being traded in and what is being purchased new.

Recycle Program

The Contractor will recycle all used or retired radios, mobile computers, scanners, and infrastructure equipment. The Take-back Program helps to protect the environment by properly disposing of electronic equipment, meeting government guidelines. The equipment received through the Take-Back Program is processed for reuse, recycling critical parts and materials, and the remainder is disposed of in a safe and responsible manner.

12. Reports

The Contractor will provide pre-defined reports. Some examples of these reports might include, but are not limited to the following: Annual and Bi-Quarterly Reports of all purchases, repairs, trade-ins, obsolete equipment, recycling, etc. The City may request additional reports not listed herein at no additional cost.

13. Quoting, Blanket Release, and Invoicing

The Contractor will provide a quote to the OEMC that includes the following information:

- Quote number
- Quote date
- Quote validity timeframe
- Scope of services
- Assumptions
- Equipment list
- Services pricing detail
- Payment milestones

Upon agreement of the quote provided, the OEMC will issue a Blanket Release to the Contractor which serves as a Notice To Proceed.

When project milestones are met, as described in the quote, the Contractor will submit an Invoice to the City for services performed.

EXHIBIT 2: COMPENSATION

Catalogs Discounts

Motorola will offer the following discounts for accessories, parts, and batteries:

- Accessories = 28% discount off list price
- Parts = 28% discount off list price
- Batteries = 28% discount off list price

Additional features that are purchased at time of initial radio purchase will also be discounted at 25% off current list price. Examples of these features include, but are not limited to, the following:

- Multi-band Operation
- Analog Conventional
- P25 Conventional
- 3600 Trunking
- P25 FDMA Trunking
- P25 TDMA Trunking
- Integrated Voice and Data (IV&D)
- Enhanced Data
- GPS
- Encryption
- Over-the-air-Rekeying (OTAR)
- Over-the-air-Programming (OTAP)

Features that are purchased after time of initial radio purchase will be quoted at list price.

Motorola will offer the following discounts for accessories, repair parts, and batteries:

- Accessories = 28% discount off list price
- Repair Parts = 28% discount off list price
- Batteries = 28% discount off list price

Motorola will offer 20% discount off list price for all new radio equipment and related supplies

The Contractor must have the ability to offer the City of Chicago discounts on all grades of communications equipment along with their family of catalog(s) and pricing associated for the life of the contract. The Contractor's discounted rate is to be consistent for the life of the contract, unless a better discount is available.

The Contractor will provide the City annual updates of new or enhanced product lines and their prices. All new public safety product lines or catalogs added after the original award is to be considered part of the original contract. Any additional product(s) or family of product(s) and the associated pricing shall be added to the original set of catalog(s) and shall remain in effect for the life of the contract. The City requests notification of the retirement of product lines in writing.

Service Offerings

Fixed scope services for portable, mobile, and aircraft radio equipment will be quoted as follows:

Radio Programming (cost per unit)	
Portable Radio Programming	\$35.71
Mobile Radio Programming	\$50.00
Aircraft Radio Programming	\$100.00
Radio Engraving (cost per unit)	
Portable Radio Engraving (per unit)	\$35.71
Radio Removal (cost per unit)	
Dash Mount Mobile Radio Removal	\$123.21
Remote Mount Mobile Radio Removal	\$164.29
Aircraft Radio Removal	\$1,200.00
Radio Installation (cost per unit)	
Dash Mount Mobile Radio Installation	\$328.57
Remote Mount Mobile Radio Installation	\$492.86
Aircraft Radio Installation	\$1,200.00
Radio Repairs Coordination (Annual cost per unit)	
Portable Radio Repairs Coordination	\$42.31
Mobile Radio Repairs Coordination	\$42.31
Aircraft Radio Repairs Coordination	\$42.31
Radio Preventative Maintenance (Annual cost per unit)	
Portable Radio Preventative Maintenance	\$127.12
Mobile Radio Preventative Maintenance	\$177.91
Aircraft Radio Preventative Maintenance	\$1,625.42

Repair services will be quoted as follows:

Repair Services performed at Vendor's location during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM)	\$146.15 per hour
Straight Time Field Repair Services performed during a regular schedule of ten (10) working hours, Monday through Saturday, 8:00 AM to 6:00 PM	\$176.92 per hour
Overtime Field Repair Services performed in excess of or	\$270.00 per hour

during other than regular working hours, Monday through Saturday, 6:00 PM to 8:00 AM	
Premium Time Repair Services performed all day Sunday and during trade holidays	\$353.85 per hour

Motorola Professional Services for services not listed above will be quoted as follows:

Project Manager	\$200 per hour
Assistant Project Manager	\$143 per hour
System Engineer	\$208 per hour
System Technologist	\$190 per hour

All other services will be custom quoted per the City's request.

Incentive and Rebate Program

For the following product categories: Accessories, Repair Parts, and Batteries, the Contractor will extend an additional:

- 2% discount on orders in excess of \$100,000.00.
- 3% discount on orders in excess of \$250,000.00.
- 5% discount on orders in excess of \$500,000.00.
- 7% discount on orders in excess of \$1,000,000.00.
-

For the following product categories: APX Series Mobile and Portable Radios, the Contractor will extend an additional discount of:

- 10% for volumes of 50 – 499 units that are ordered and shipped in the same fiscal quarter
- 15% for volumes of 500 – 999 units that are ordered and shipped in the same fiscal quarter
- At least 20% for volumes greater than 1000 units ordered and shipped in the same fiscal quarter (actual discount dependent on radio model, radio configuration, and quantity purchased)

For the following product categories: radio features purchased after the time of initial radio purchase, the Contractor will extend an additional discount of:

- At least 5% for volumes of 50 – 499 units (actual discount dependent on quantity and configuration)
- At least 10% for volumes of 500 – 999 units (actual discount dependent on quantity and configuration)
- At least 15% for volumes greater than 1000 units (actual discount dependent on quantity and configuration)

For the following product categories: New Radio Equipment and Related Supplies, the Contractor will negotiate additional discounts with the City on a project-by-project basis.

EXHIBIT 3: INSURANCE CERTIFICATE(S)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: Lloyd's Syndicate No. 4711		AA1120090
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570060627335** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TB2641005169075	07/01/2015	07/01/2016	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		AS2-641-005169-015	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WA764D005169085	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B		N/A		All other States			E.L. EACH ACCIDENT	\$1,000,000
				WC7641005169095	07/01/2015	07/01/2016	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	E&O-MPL-Primary			QK1504174	07/01/2015	07/01/2016	Each Claim	\$2,000,000
							Policy Aggregate	\$2,000,000

Certificate No : 570060627335

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: P.O. No. 33939. Radio Equipment, Parts and Services. Waiver of Subrogation against the City of Chicago, its employees, elected officials, agents, or representatives with respect to Workers Compensation. The City of Chicago is listed as an Additional Insured with respect to the General Liability and Automobile Liability policies on a primary basis.

CERTIFICATE HOLDER **CANCELLATION**

City of Chicago Department of Procurement Services City Hall, Room 806 121 North LaSalle Street Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 77719

Certificate Printed on: 04/21/2016

Date of This Filing:04/07/2016 11:31 AM

Original Filing Date:12/16/2015 08:50 AM

Disclosing Party: Motorola Solutions, Inc

Filed by: Mr. Matt Weiner

Title:Senior Account Manager

Matter: RADIO EQUIPMENT, PARTS AND
SERVICES

Applicant: Motorola Solutions, Inc

Specification #: 110054

Contract #: 33939

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 5: MBE/WBE COMPLIANCE PLAN



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: RFP for Radio Equipment, Parts and Services Specification No.: 110054

From: Chicago Communications
(Name of MBE/WBE Firm)

To: Motorola Solutions, Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Installation services, repair services, and maintenance services of radio equipment

The above described performance is offered for the following price and described terms of payment:
\$300,000

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (x) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Cynthia A. Glashagel 3-28-2016
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Cynthia A. Glashagel / Principal
(Name/Title-Please Print)

cglashagel@chicomm.com
(Email & Phone Number)

630-993-4202



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 27 2013

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

Dear Ms. Glashagel:

We are pleased to inform you that Chicago Communications, LLC. has been certified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This WBE certification is valid until **12/30/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/30/2014, 12/30/2015, 12/30/2016, and 12/30/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/30/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/30/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

D&K

DEC 27 2013

Chicago Communications, LLC.

Page 2 of 2

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

811213 – Communication Equipment Repair and Maintenance

Electrical Apparatus and Equipment, Wiring Supplies and Related Equipment Merchant Wholesalers

Electrical and Electronic Appliance, Television and Radio Set Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/gc



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: RFP for Radio Equipment, Parts and Services Specification No.: 110054

From: Quantum Crossings, LLC
(Name of MBE/WBE Firm)

To: Motorola Solutions, Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Installation services of radio equipment

The above described performance is offered for the following price and described terms of payment:
\$400,000

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (x) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Roger J. Martinez 3-29-16
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Roger J. Martinez, President & CEO
(Name/Title-Please Print)

Rmartinez@quantumcrossings.com 312-467-0065
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 14 2015

Roger J. Martinez
Quantum Crossings, L.L.C.
111 E. Wacker Drive, Suite 990
Chicago, IL 60601

Dear Roger J. Martinez:

We are pleased to inform you that **Quantum Crossings, L.L.C.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/01/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **04/01/2016, 04/01/2017, 04/01/2018, and 04/01/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/01/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/01/2020**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

AUG 14 2015

- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

236220- Construction of Commercial and Institutional Buildings and Structures

237130- Construction Management, Power and Communication Transmission Line

541512- Computer Systems Design Consulting Services

541512- Network Systems Integration Design Services, Computer

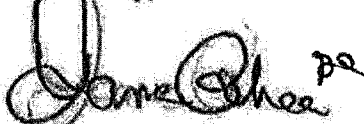
541513- Computer Systems Facilities Management and Operation Services

541618- Telecommunications Management Consulting Services

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/fn

AKA



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: RFP for Radio Equipment, Parts and Services Specification No.: 110054

From: Sierra Public Safety Group, LLC
(Name of MBE/WBE Firm)

To: Motorola Solutions, Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Repair services coordination

The above described performance is offered for the following price and described terms of payment:
\$150,000

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (x) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Jose F. Sierra 3/23/16
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Jose F. Sierra, President
(Name/Title-Please Print)

jsierra@sierrapublicsafetygroup.com 773-852-5898
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

AUG 0 2 2013

Jose Sierra
Sierra Public Safety Group LLC,
515 W. Wrightwood, Suite #513
Chicago, IL 60614

Dear Mr. Sierra:

We are pleased to inform you that **Sierra Public Safety Group, LLC**, has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **08/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit is due by 08/01/2014, 08/01/2015, 08/01/2016, and 08/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **08/01/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **06/01/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

NA

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541512 – Computer Hardware Consulting Services or Consultants

541512 – Computer Software Consulting Services or Consultants

541512 – Computer Systems Integration Analysis and Design Services

541512 – Computer Systems Integrator Services

541512 – Information Management Computer Systems Integration Design Services

541512 – Local Area Network (LAN) Computer Systems Integration Design Services

541512 – Network Systems Integration Design Services, Computer

541512 – Systems Integration Design Consulting Services, Computer

541618 – Telecommunications management consulting services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/dw



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: RFP for Radio Equipment, Parts and Services Specification No.: 110054

From: Fullerton Engineering Consultants, Inc
(Name of MBE/WBE Firm)

To: Motorola Solutions, Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Engineering services

The above described performance is offered for the following price and described terms of payment:
\$150,000

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (x) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Henry M. Bellagamba 4/4/2016
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Henry M. Bellagamba, President
(Name/Title-Please Print)

corporate@fullertonengineering.com 224-585-4449
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES

DEC - 5 2014

CITY OF CHICAGO

Henry M. Bellagamba
Fullerton Engineering Consultants, Inc.
9600 W. Bryn Mawr Avenue
Rosemont, Illinois 60018

Dear Henry M. Bellagamba:

We are pleased to inform you that Fullerton Engineering Consultants, Inc. has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2015, 12/01/2016, 12/01/2017, and 12/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541330 – Engineering Consulting Services

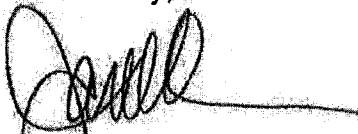
541330 – Engineering Design Services

541330 – Engineering Services

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/es



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

FOR
NON-CONSTRUCTION
PROJECTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: Radio Equipment, Parts, and Services

Specification No.: 110054

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Motorola Solutions, Inc
 (Name of 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 and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: Chicago Communications
 Address: 200 Spangler Ave, Elmhurst, IL 60126
 Contact Person: Cynthia Glashagel
 Phone Number: (630) 993-4202
 Dollar Value of Participation \$ 300,000
 Percentage of Participation % 6
 Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ %
 Total Participation % 6

2. Name of MBE/WBE: Quantum Crossings, LLC
 Address: 111 E Wacker Drive Suite 990, Chicago, IL 60601
 Contact Person: Roger Martinez

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: (312) 651-5300
Dollar Value of Participation \$ 400,000
Percentage of Participation % 8
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %
Total Participation % 8

3. Name of MBE/WBE: Sierra Public Safety Group
Address: 515 W Wrightwood, Chicago, IL 60614
Contact Person: Jose Sierra
Phone Number: (773) 852-5998
Dollar Value of Participation \$ 150,000
Percentage of Participation % 3
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %
Total Participation % 3

4. Name of MBE/WBE: Fullerton Engineering Consultants
Address: 9600 Bryn Mawr Ave, Rosemont, IL 60018
Contact Person: Henry M. Bellagamba
Phone Number: (224) 585-4449
Dollar Value of Participation \$ 150,000
Percentage of Participation % 3
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %
Total Participation % 3

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Quantum Crossings, LLC	\$400,000	8%
Sierra Public Safety Group	\$150,000	3%
Fullerton Engineering Consultants	\$150,000	3%
Total Direct MBE Participation	\$700,000	14%

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Chicago Communications	\$300,000	6%
Total Direct WBE Participation	\$300,000	6%

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Rosa Botello

(224) 501-2224

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Motorola Solutions, Inc

(Name of Prime Contractor - Print or Type)

State of: ILLINOIS

Scott Schoepel
(Signature)

County of: COOK

Scott Schoepel / MSSSI Vice President

(Name/Title of Affiant - Print or Type)

4 / 4 / 2016

(Date)

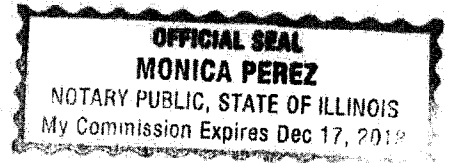
On this 4 day of APRIL, 2016, the above signed officer SCOTT SCHOEPER
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Monica Perez
(Notary Public Signature)

SEAL:



Commission Expires: DEC 17, 2018

EXHIBIT 6: SOFTWARE LICENSE AGREEMENT

This Exhibit 6 Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), 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 Office of Emergency Management and Communications ("Licensee").

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

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of one (1) year from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the

media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will (i) replace the defective Software with functionally-equivalent Software, (ii) license to Licensee substitute Software which will accomplish the same objective or, (iii) only if the foregoing cannot be achieved through commercially reasonable means, refund the license fee of the defective Software and the price of the Designated Product in which the defective Software is embedded.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee commits a material breach of this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's material breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT 1

Scope of Services and Pricing Proposal

Exhibit 1

Attachment 2: Department of Homeland Security and Emergency Management MCC 7500
Dispatch Consoles proposal dated April 4, 2016

PROPOSAL TO

Cook County Sheriff's Department

Cook County P25 Radio System Upgrades

May 12, 2016





Motorola Solutions, Inc.
224 S. Michigan Avenue
Chicago, IL 60604

Telephone: 1847-576-5000
Fax: 1312 614 4295

May 12th, 2016

Ms. Alexis Herrera
Chief Financial Officer
Cook County Sheriff's Department
Room 1410
69 W. Washington
Chicago, IL 60602

Subject: Cook County P25 Radio System Upgrades

Dear Ms. Herrera,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Cook County Sheriff's Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- (12) Channel TDMA Jail Upgrade
- Jail BDA Upgrade
- P25 Simulcast Channel Additions
- Additional MCC7500 Consoles & R56 Services
- APX Subscribers & Accessories

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. Cook County may accept the proposal by delivering to Motorola the signed CSA. Alternatively, Motorola will be pleased to address any concerns that Cook County may have regarding this proposal. Any questions can be directed to your Motorola Account Executive, Chris Chisnell, at (847) 489-9379.

Motorola appreciates your interest in our company, products, and services. We look forward to continuing our relationship and implementing this project with the Cook County Sheriff's Department.

Sincerely,

John Zidar
Regional Vice President, MSSSI
Motorola Solutions, Inc.

PROPOSAL 1: COOK COUNTY JAIL RADIO UPGRADE PROJECT

COOK COUNTY P25 RADIO SYSTEM UPGRADES



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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SYSTEM DESCRIPTION

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89, 93, 94.

1:A.1 TDMA UPGRADE

Cook County Sheriff has requested a proposal to replace their existing SmartX site at the Criminal Court facility at 26th and California.

In response to this request, Motorola Solutions, Inc. (Motorola) has selected the GTR 8000 Expandable Site Subsystem to meet their needs.

1:A.1.1 Site Configuration

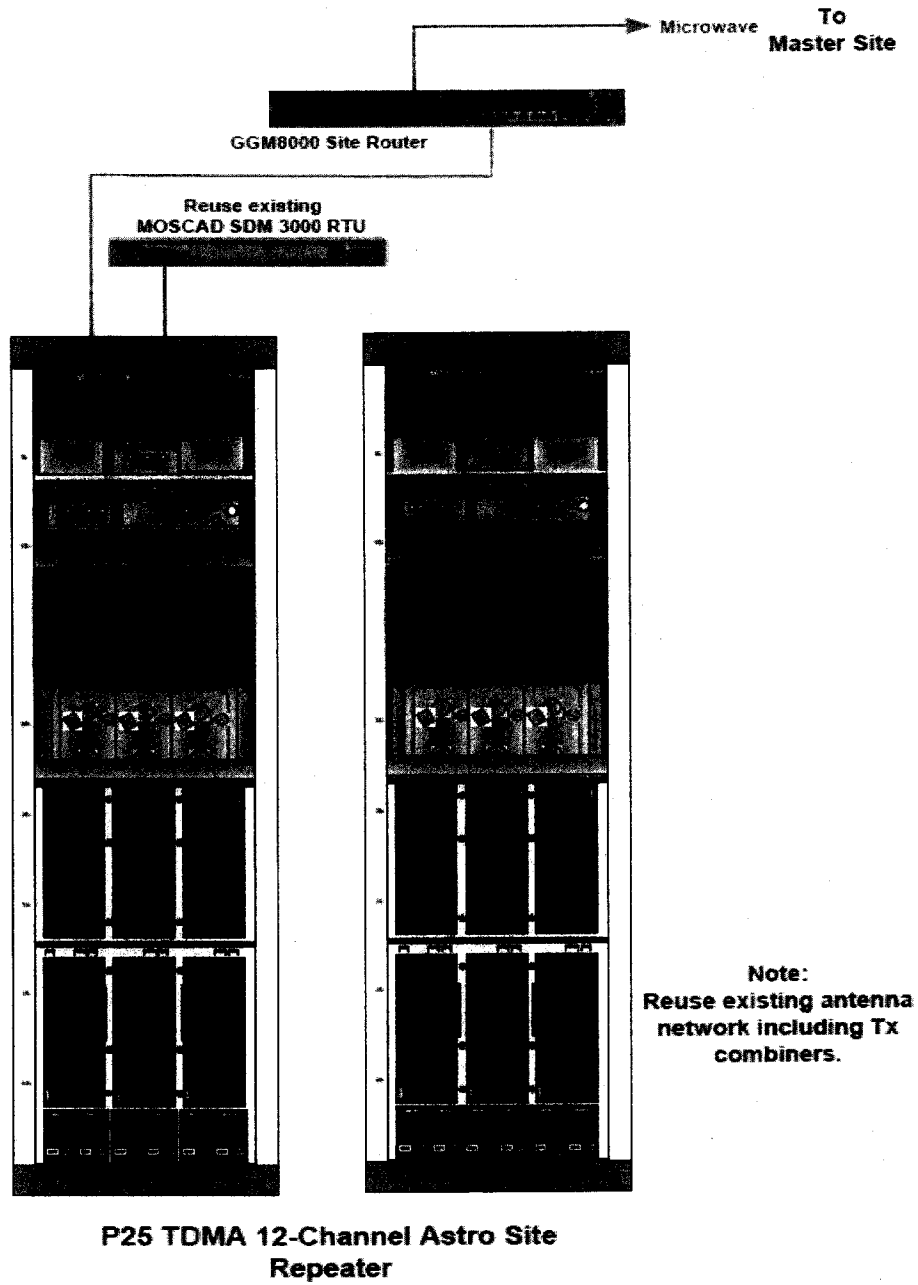
Cook County Sheriff currently has a SmartX, twelve (12) channel QUANTAR site. This proposal replaces that existing system with an twelve (12) channel Expandable Site Subsystem (ESS) operating in P25 TDMA mode. With P25 TDMA there will be (1) control channel operating in FDMA mode and the other (11) voice channels operating in TDMA, which can process twenty-two (22) simultaneous voice calls.

Additionally, Motorola has included the Dynamic Channel Assignment feature. This feature provides the base radios with the ability to switch between transmitting in 12.5 kHz FDMA mode or in 6.25e kHz TDMA mode. This allows both FDMA and TDMA radio's to operate on the site. However, if this is going to be a TDMA only site then this feature can be removed from the solution.

1:A.1.2 RF Antenna Network

Motorola will be reusing the Cook County Sherrif's existing transmitter and receiver antenna network for the new ESS site. The ESS racks do not contain transmitter combiners. Motorola will use the transmitter combiners that exist at the site today.

1:A.1.3 System Diagram



Note:
Reuse existing antenna network including Tx combiners.

Figure A-1: ESS Site Block Diagram

1:A.1.4 System Components

Our proposed solution includes the following summary of equipments for each of the subsystems:

1:A.1.4.1 STARCOM21 Master Site

- P25 TDMA Trunking Operational Site License.
- P25 TDMA Dynamic Channel License.

1:A.1.4.2 Phase 2 TDMA Site

- One (1) GGM 8000 Site Gateway.
- Twelve (12) Channel ESS site.
- P25 TDMA Channel License.
- P25 TDMA Dynamic Channel License.

1:A.1.5 Assumptions

Motorola has made several assumptions in preparing this proposal. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described.
- All existing shelters will have adequate circuit availability within the existing service panels to energize the proposed equipment.
- Any site/location upgrades or modifications are the responsibility of Cook County Sheriff.
- Approved FCC licensing is ultimately the responsibility of Cook County Sheriff. Motorola will assist Cook County Sheriff in completing and filing revised FCC frequency licenses.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Cook County Sheriff.
- Any required system interconnections not specifically outlined here will be provided by Cook County Sheriff. These may include dedicated phone circuits or microwave links.
- Where necessary, Cook County Sheriff will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.

1:A.2 DISTRIBUTED ANTENNA SYSTEM—BIDIRECTIONAL AMPLIFIER SYSTEM

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89, 93, 94.

1:A.2.1 Overview

In response to Cook County Sheriff's request for a price and Distributed Antenna System (DAS) recommendation, we selected our solution to best suit your communication needs.

As Cook County Sheriff updates its current jail radio system to TDMA, it is critical to maintain the same level of in building coverage throughout the Cook County Jail.

It is Motorola's recommendation that Cook County Jail replaces all existing bi-directional amplifier head units using a Public Safety rated bi-directional amplifier manufactured by CommScope, formerly Andrew Corporation.

This installation is to replace all 16 of the BDAs at the jail, each donor antenna and all splitters.

We will be using all the existing cable and we will test each connector and replace them as needed.

Separately, Motorola has provided a quote to expand in building coverage to include the 700 MHz frequencies as requested by Cook County Sheriff.

This scope covers the following buildings in the Cook County Jail complex:

- Division 1.
- Division 4 North.
- Division 4.
- Division 5.
- Division 6.
- Division 8.
- Division 9.
- Division 9 North.
- Division 10.
- Division 11, Cores 5 and 6.
- Division 11, Pods 1D, 2A, 3B and 4C.
- DCSI.

STATEMENT OF WORK

1:B.1 CONTRACT

1:B.1.1 Contract Award (Milestone)

Cook County Sheriff and Motorola execute the contract and both parties receive all the necessary documentation.

1:B.1.2 Contract Administration

Motorola Responsibilities

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Cook County Sheriff.

Cook County Sheriff Responsibilities

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Cook County Sheriff is responsible.

Completion Criteria

- Motorola internal processes are set up for project management.
- Both Motorola and Cook County Sheriff assign all required resources.
- Project kickoff meeting is scheduled.

1:B.1.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Cook County Sheriff.



- Review the resource and scheduling requirements with Cook County Sheriff.
- Review the Project Schedule with Cook County Sheriff to address upcoming milestones and/or events. (The Project Schedule is presented at the end of this section.)
- Review the teams' interactions (Motorola and Cook County Sheriff), meetings, reports, milestone acceptance, and Cook County Sheriff's participation in particular phases.

Cook County Sheriff Responsibilities

- Cook County Sheriff's key project team participants attend the meeting.
- Review Motorola and Cook County Sheriff responsibilities.

Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

1:B.2 CONTRACT DESIGN REVIEW

1:B.2.1 Review Contract Design

Motorola Responsibilities

- Meet with Cook County Sheriff project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Cook County Sheriff for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for field staging.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and Cook County Sheriff-supplied link(s) and external interfaces.
- Determine site's ability to accommodate proposed equipment based upon physical capacity.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- Assist Cook County Sheriff with frequency planning, coordination and licensing services.



Restrictions:

- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed site cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Cook County Sheriff and documented through the change order process.

Cook County Sheriff Responsibilities

- Cook County Sheriff's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

1:B.2.2 Design Approval (Milestone)

Cook County Sheriff executes a Design Approval milestone document.

1:B.3 ORDER PROCESSING

1:B.3.1 Process Equipment List

Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Cook County Sheriff the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.



Cook County Sheriff Responsibilities

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

1:B.4 MANUFACTURING

1:B.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Cook County Sheriff Responsibilities

- None.

Completion Criteria

- FNE shipped to the staging facility.

1:B.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities

- Manufacture (third-party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Cook County Sheriff Responsibilities

- None.

Completion Criteria

- Ship non-Motorola manufactured equipment to the field staging facility.

1:B.4.3 Develop Templates

Motorola Responsibilities

- Program sample radios with approved templates and deliver for Cook County Sheriff evaluation.

Cook County Sheriff Responsibilities

- User groups create templates in a spreadsheet format.
- Program the approved templates into a radio-programming template tool.



- Forward electronic copies of the spreadsheets to the committee members for their review and comment.
- Evaluate sample radios and provide feedback.
- Approve templates.

Completion Criteria

- Templates completed and approved by Cook County Sheriff.

1:B.4.4 Ship to Installer (Milestone)

- Ship all equipment to Chicago Communications.

1:B.4.5 Stage System

Motorola Responsibilities

- Set up and rack the system equipment as it will be configured in the field.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.

Cook County Sheriff Responsibilities

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.

Completion Criteria

- System staging completed and ready for field installation.

1:B.4.6 Ship Equipment to Field

Motorola Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to Cook County Sheriff.

Cook County Sheriff Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to Cook County Sheriff.

1:B.4.7 Ship Acceptance (Milestone)

- All equipment shipped to Cook County Sheriff.

1:B.5 CIVIL WORK FOR COOK COUNTY SHERIFF-PROVIDED FACILITIES

Motorola Responsibilities

- Provide electrical requirements for each equipment rack to be installed in Cook County Sheriff-provided facilities.
- Provide heat load for each equipment rack to be installed in Cook County Sheriff-provided facilities.

Cook County Sheriff Responsibilities

- If applicable and based on local jurisdictional authority, Cook County Sheriff will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the site for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20A, AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at Cook County Sheriff-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Bring grounding system up to Motorola's R56 standards and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.



- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all customer deliverables in accordance within the approved project schedule.

Completion Criteria

- The site is ready for equipment installations in compliance with Motorola's R56 standards.

1:B.6 SYSTEM INSTALLATION

1:B.6.1 Install Fixed Network Equipment

Motorola Responsibilities

- Will provide storage location for the Motorola-provided equipment.
- Receive and inventory all equipment.
- Install system equipment as specified by the Equipment List, System Description, and system drawings. The new system will consist of two 7-foot 5-inch cabinets containing:
 - Qty 12—GTR 8000 700/800 MHz Base Stations.
 - Qty 1—GGM 8000 Gateway.
 - Qty 16 Bidirectional Amplifiers.
 - Qty 205 Indoor Antennas and Transmission Line.

Interference:

- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should Cook County Sheriff system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will remove existing equipment.
- Will not relocate existing equipment to a location designated by Cook County Sheriff.
- Will dispose of existing equipment.
- Will reuse Cook County Sheriff Jail's existing antennas lines and combining equipment.

Cook County Sheriff Responsibilities

- Provide access to the site, as necessary.

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.

1:B.6.2 Fixed Network Equipment Installation Complete

All fixed network equipment installed and accepted by Cook County Sheriff.

1:B.6.3 System Installation Acceptance (Milestone)

All equipment installations are completed and accepted by Cook County Sheriff.

1:B.7 SYSTEM OPTIMIZATION

1:B.7.1 Optimize System FNE

Motorola Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Motorola and its subcontractors optimize each subsystem.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

Cook County Sheriff Responsibilities

- Provide access/escort to the site.

Completion Criteria

- System FNE optimization is complete.

1:B.7.2 Link Verification

Motorola Responsibilities

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.



Cook County Sheriff Responsibilities

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

1:B.7.3 Completion Criteria

Link verification successfully completed.

1:B.7.4 Optimization Complete

System optimization is completed. Motorola and Cook County Sheriff agree that the equipment is ready for acceptance testing.

1:B.8 TRAINING

1:B.8.1 Perform Training

Motorola Responsibilities

- Training is not included.

Cook County Sheriff Responsibilities

- None.

1:B.9 AUDIT AND ACCEPTANCE TESTING

1:B.9.1 Perform R56 Audit

Motorola Responsibilities

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Cook County Sheriff Responsibilities

- Provide access/escort to the site.
- Witness tests. (if desired)

Completion Criteria

- All R56 audits completed successfully.



1:B.9.2 Perform Equipment Testing

Motorola Responsibilities

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or Cook County Sheriff) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Cook County Sheriff Responsibilities

- Witness tests if desired.

Completion Criteria

- Successful completion of equipment testing.

1:B.9.3 Perform Functional Testing

Motorola Responsibilities

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Cook County Sheriff for review.
- Resolve any minor task failures before Final System Acceptance.

Cook County Sheriff Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- Cook County Sheriff approval of the functional testing.

1:B.9.4 System Acceptance Test Procedures (Milestone)

Cook County Sheriff approves the completion of all the required tests.



1:B.10 FINALIZE

1:B.10.1 Cutover

Motorola Responsibilities

- Motorola and Cook County Sheriff develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Cook County Sheriff Responsibilities

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.

Completion Criteria

- Successful migration from the old system to the new system.

1:B.10.2 Resolve Punchlist

Motorola Responsibilities

- Work with Cook County Sheriff to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Cook County Sheriff Responsibilities

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the site, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- All punchlist items resolved and approved by Cook County Sheriff.

1:B.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Cook County Sheriff Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by Cook County Sheriff.

1:B.10.4 Finalize Documentation

Motorola Responsibilities

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - System-Level Diagram.
 - Site Equipment Rack Configurations.
 - Functional Acceptance Test Plan Test Sheets and Results.
 - Equipment Inventory List.

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Cook County Sheriff Responsibilities

- Receive and approve all documentation provided by Motorola.

Completion Criteria

- All required documentation is provided and approved by Cook County Sheriff.

1:B.10.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Cook County Sheriff.

1:B.11 PROJECT ADMINISTRATION

1:B.11.1 Project Status Meetings

Motorola Responsibilities

- Motorola Project Manager, or designee, will attend all project status meetings with Cook County Sheriff, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.



- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns of either Cook County Sheriff or Motorola.

Cook County Sheriff Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

1:B.11.2 Progress Milestone Submittal

Motorola Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

Cook County Sheriff Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- Cook County Sheriff approval of the Milestone Completion document(s).

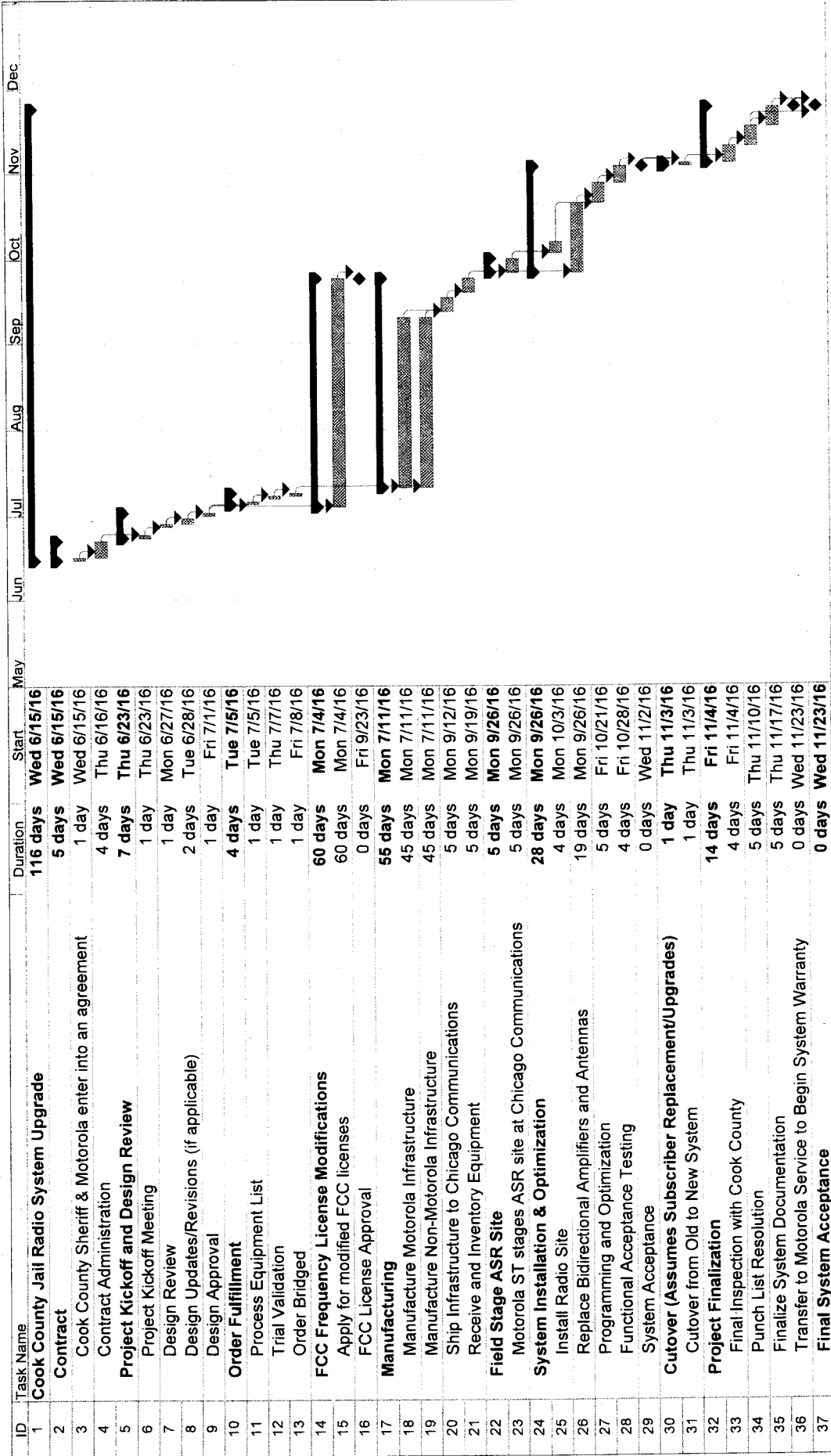
1:B.11.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Please see the Appendix for an example of the Change Order Form.

PROJECT SCHEDULE

The Project Schedule is presented on the following page.



Task	Project Summary	Start-only
Milestone	Group By Summary	Finish-only
Summary	Inactive Milestone	External Tasks
Rolled Up Task	Inactive Summary	External Milestone
Rolled Up Milestone	Manual Task	Progress
Rolled Up Progress	Duration-only	Deadline
Split	Manual Summary Rollup	
External Tasks	Manual Summary	

ACCEPTANCE TEST PLAN

Please see the following pages for the Acceptance Test Plan (ATP).

Fault Management Features

Site Path Failure (T1) Reports to the Unified Event Manager (UEM)

1. DESCRIPTION

This test verifies that the Unified Event Manager (UEM) alarms view is able to capture information about various failures at the system and zone level.

This test simulates a microwave failure by removing a customer selected site data link and monitoring the alerts.

Note: If using a Simulcast site, this test refers to the Prime Site links. While failures would be seen at the subsite level if a Subsite link were failed, the site would not drop into Site Trunking.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
NMclient01 - UEM session up and running.

* RADIO-1 should be "Site Locked"

VERSION #1.120

2. TEST

- Step 1. Remove the T1 cable(s) to the SITE 1 router(s) (If Simulcast, this refers to the Prime Site router(s)) at the site where RADIO-1 is affiliated. Be certain to remove the T1 cable from both routers if redundant site links are being utilized.
- Step 2. Observe the UEM reports CommFailure alarms for the devices at the affected site.
- Step 3. In addition, observe that the site is now in the Site Trunking mode.
- Step 4. Reconnect the T1 cable(s) disconnected in Step 1.
- Step 5. Observe the site returns to the Wide Area Trunking mode.
- Step 6. Observe the topology and alarms that appear on the UEM indicating the site has recovered.

Pass _____ Fail _____

Wide Area Trunking Features

Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level. This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
RADIO-3 - TALKGROUP 2
RADIO-4 - TALKGROUP 2

VERSION #1.150

2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass ____ Fail ____



Site Trunking FDMA/TDMA Mixed Sites

Dynamic FDMA/TDMA Talkgroup Call

1. DESCRIPTION

When a Site goes into Site Trunking, radios with Talkgroup Call capability will be able to communicate with other members of the same talkgroup at that same site. Members of the same talkgroup at other sites will not be able to monitor those conversations. The Site Controller determines the FDMA/TDMA mode of a Talkgroup call depending on the capabilities of the radios registered at the site to the talkgroup.

Note: The FDMA/TDMA mode of a call cannot change during a PTT.

SETUP

RADIO-1 (TDMA) - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 (TDMA) - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 (TDMA) - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-8 - TALKGROUP 1
RADIO-8 (FDMA-only) - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

- Step 1. Place SITE 1 into Site Trunking. RADIO-5 is turned off.
- Step 2. Initiate a Talkgroup Call with RADIO-1 on TALKGROUP 1 at SITE 1.
- Step 3. Observe that only RADIO-2 will be able to monitor and respond to the call. Note that RADIO-3 is not able to monitor the call since SITE 1 is not in wide area operation. Observe that the channel is assigned in the TDMA mode.
- Step 4. With the RADIO-1 talkgroup call in progress, turn on RADIO-8.
- Step 5. Observe that only RADIO-2 will be able to monitor and respond to the call. Observe that the channel is still assigned in the TDMA mode.
- Step 6. Dekey RADIO-1. Observe that the call is transmission trunked.
- Step 7. Initiate a talkgroup call with RADIO-1 on TALKGROUP 1.
- Step 8. Observe that RADIO-2 and RADIO-8 will be able to monitor and respond to the call. Observe that the channel is still assigned in the FDMA mode.
- Step 9. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass _____ Fail _____



Site Trunking FDMA/TDMA Mixed Sites

Dynamic FDMA/TDMA Busy Queue Conversion

1. DESCRIPTION

If no voice channel resources are available, radios requesting channels for new conversations are placed in a queue. Users of the same priority will move through the queue in a first in, first out sequence.

When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone if the FDMA/TDMA mode of the call can be supported by the available resource. While the call is waiting in the busy queue, the FDMA/TDMA mode of a talkgroup at a site in site trunking can be change as radios join or leave the talkgroup.

NOTE: All radios and talkgroups should start with default priorities. The Default is 10.

SETUP

RADIO-1 (TDMA) - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-8 (FDMA-only) - TALKGROUP 2
RADIO-8 - SITE - SITE 1
RADIO-9 (FDMA-only) - TALKGROUP 2
RADIO-9 - SITE - SITE 1

VERSION #1.020

2. TEST

- Step 1. Place SITE 1 into Site Trunking and simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel. Turn off RADIO-8
- Step 2. Initiate a Talkgroup Call with RADIO-9 and keep the call in progress until instructed to end it.
- Step 3. Key RADIO-1 and observe that the radio receives a busy.
- Step 4. Dekey RADIO-9 and observe that RADIO-1 receives a callback and can make the call. Observe that the channel is assigned in the TDMA mode since there are no FDMA-only radios in the call
- Step 5. Dekey RADIO-1.
- Step 6. Initiate a Talkgroup Call with RADIO-9 and keep the call in progress until instructed to end it.
- Step 7. Turn on RADIO-8.
- Step 8. Key RADIO-1 and observe that the radio receives a busy.
- Step 9. Dekey RADIO-9 and observe that RADIO-1 receives a callback and can make the call. Observe through CSS that the channel is now assigned in the FDMA mode.
- Step 10. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass ____ Fail ____



SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the In-Field System Acceptance Test Procedures.

Signatures

WITNESS:

Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____



EQUIPMENT LIST

1:E.1 ASR UPGRADE EQUIPMENT LIST

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89,93,94.

Line Item	Qty	Nomenclature	Description	
1	-	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	a	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	b	1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	c	1	CA01880AA	ADD: P25 TDMA TRUNKING OPERATION SITE LICENSE
1	d	1	CA01881AA	ADD: P25 TDMA DYNAMIC TALKGROUP ASSIGNMENT SITE LICENSE
1	e	11	CA01882AA	ADD: P25 TDMA TRUNKING SW BASE RADIO LICENSES (TRUNKING ONLY)
1	f	11	CA01883AA	ADD: P25 TDMA DYNAMIC CHANNEL ASSIGNMENT SW BASE RADIO LICENSES
2	-	1	SQM01SUM0205	GGM 8000 GATEWAY
2	a	1	CA01616AA	ADD: AC POWER
3	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
3	a	1	CA00855AA	ADD: 700/800 MHZ
3	b	5	CA01842AA	ADD: P25 TDMA SOFTWARE
3	c	5	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
3	d	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS
3	e	6	X591AE	ENH: ASTRO 25 SITE REPEATER SW
3	f	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
3	g	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
3	h	2	CA02219AA	ADD: ASTRO 25 SITE REPEATER SITE CONTROLLER SOFTWARE IV&D
3	i	1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
3	j	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
4	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
4	a	1	CA00855AA	ADD: 700/800 MHZ
4	b	6	CA01842AA	ADD: P25 TDMA SOFTWARE
4	c	6	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
4	d	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS
4	e	6	X591AE	ENH: ASTRO 25 SITE REPEATER SW
4	f	1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK



Line Item	Qty	Nomenclature	Description
4	g 2	CA00884AA	ADD: QTY (1) XHUB
4	h 1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
4	i 1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
5	- 1	SQM01SUM0205	GGM 8000 GATEWAY
5	a 1	CA01616AA	ADD: AC POWER
6	- 1	DLN6898	FRU: FAN MODULE
7	- 1	DLN6885	FRU: XCVR 7/800 MHZ V2
8	- 1	DLN6895	FRU: PA 7/800 MHZ
9	- 1	DLN6569	FRU: GCP 8000/GCM 8000
10	- 1	DLN6781	FRU POWER SUPPLY
11	- 1	DLN6677	FRU: G-SERIES XHUB

1:E.2 BDA EQUIPMENT LIST

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89,93,94.

Line Item	Qty	Nomenclature	Description
1	- 500	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	- 25	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
3	- 53	DSC6CPUSEN	C-6-CPUSE-N 6 DB COUPLER 698-2700 N
4	- 10	DSC10CPUSEN	C-10-CPUSE-N 10 DB COUPLER 698-2700 N
5	- 98	DSS2CPUSELN	S-2-CPUSE-L-N 2-WAY LOW POWER SPLITTER 698-2700 N
6	- 205	DSCCELLMAXOCPUSE	CELLMAX-O-CPUSE, ANTENNA, INDOOR, OMNI, 698-960/1710-2700
7	- 15	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
8	- 17	DS6183A06493G1	2W SBII 746-901 MHZ 3-WIN 80 DB GAIN
9	- 17	DS6160H24NG	BATTERY, HIGH CAPACITY, 24VDC OUTPUT, NFPA, GRAY

1:E.3 SUBSCRIBER

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89,93,94.

Item	Qty	Nomenclature	Description
1	800	H98UCF9PW6N	APX6000 DIGITAL PORTABLE RADIO (Model 2.5)
2	800	Q806	ADD: ASTRO DIGITAL CAI OPERATION
3	800	H38	ADD: SMARTZONE OPERATION
4	800	Q361	ADD: P25 9600 BAUD TRUNKING



Item	Qty	Nomenclature	Description
5	800	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
6	800	Q15	ENH: AES/DES, DES-XL, DES-OFB ENCRYPTION
7	800	H869	ENH: MULTIKEY
8	800	QA00580	TDMA
9	800	G996	ENH: PROGRAMMING OVER P25
10	800	Q947	ENH: RADIO PACKET DATA
11	800	QA00583	ENH: MISSION CRITICAL WIRELESS BLUETOOTH
12	800	H886AQ	ENH: 3 YEAR SVC WARRANTY
13	800	PMLN5324	LEATHER CARRY CASE W/2.75" SWIVEL
14	100	NNTN7065	MULTI UNIT CHRAGER
15	800	PMMN4062	IMPRES RSM, NOISE CANCELLING
16	100	M25KSS9PW1N	APX6500 VHF MID POWER MOBILE
17	100	G66	ADD: DASH MOUNT
18	100	G806	ENH: ASTRO DIGITAL CAI OP APX
19	100	G48	ENH: CONVENTIONAL OPERATION
20	100	G442	ADD: APX O5 CONTROL HEAD
21	100	G444	ADD: CONTROL HEAD SOFTWARE
22	100	G629	ADD: 1/4 WAVE BROABAND ANT 146-174
23	100	W22	ADD: PALM MICROPHONE
24	100	B18	ADD: AUXILARY SPKR 7.5W
25	100	GA398AU	ENH: 3 YEAR SVC EXTENDED WARRANTY (4 Years Total Warranty)
26	110	H51UCF9PW6N	APX4000 DIGITAL PORTABLE RADIO MODEL 2
27	110	QA04865	ADD: TWO KNOB CONFIGURATION
28	110	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
29	110	G996	ADD: PROGRAMMING OVER P25 (OTAP)
30	110	Q947	ENH: RADIO PACKET DATA
31	110	QA00583	ENH: MISSION CRITICAL WIRELESS BLUETOOTH
32	110	QA00580	ADD: TDMA OPERATION
33	110	Q629	ENH: AES ENCRYPTION



Item	Qty	Nomenclature	Description
34	110	H886AQ	ENH: 3 YEAR REPAIR SERVICE ADVANTAGE (4 Years Total Warranty)
35	110	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
36	110	H869	ENH: MULTIKEY
37	110	WPLN4232	IMPRES SUC
38	2020	Service	PROGRAMMING FOR APX SUBSCRIBERS
39	1010	Service	ENGRAVING FOR APX SUBSCRIBERS
40	3	Service	TEMPLATE FOR APX SUBSCRIBERS
41	1	T7537B	KVL4000 PDA SNAP-ON
42	1	U239AD	ADD: ASTRO 25 MODE
43	1	X795AJ	ADD: ASN MODE
44	1	CA01598AA	ADD: AC LINE CORD US
45	1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
46	1	X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION
47	1	C724	KEYLOAD CABLE FOR XTS
48	1	C725AA	KEYLOAD CABLE FOR APX
49	1	CA01603AA	USB COMM/CHARGE CABLE W/CUP
50	1	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
51	1	C954	KEYLOAD CABLE FOR SPECTRA
52	1	DSHPSUBLAPT OP	PROGRAMMING LAPTOP
53	1	RVN5224AB	APX MOBILE / PORTABLE CPS
54	1	Service	COMPUTER CONFIGURATION
55	100	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
56	100	QA00569	ADD: 7/800MHZ PRIMARY BAND
57	100	QA00574	ADD: VHF SECONDARY BAND
58	100	QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD
59	100	QA00579	ADD: ENABLE DUAL BAND OPERATION
60	100	Q806	ADD: ASTRO DIGITAL CAI OPERATION
61	100	H38	ADD: SMARTZONE OPERATION
62	100	Q361	ADD: P25 9600 BAUD TRUNKING
63	100	QA00580	ADD: TDMA OPERATION

May 12, 2016
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to the restrictions on the cover page.

Cook County Sheriff's Department
Proposal 1: Cook County Jail Radio Upgrade Project
PS-000046797



Item	Qty	Nomenclature	Description
64	100	H869	ENH: MULTIKEY
65	100	Q15	ENH: AES/DES,DES-XL,DES-OFB
66	100	G996	ADD: PROGRAMMING OVER P25 (OTAP)
67	100	Q947	ADD: RADIO PACKET DATA
68	100	QA00583	ENH: MISSION CRITICAL WIRELESS BLUETOOTH
69	100	QA00782	ADD: ENABLE INTERNAL GPS OPERATION
70	100	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
71	100	GA00232	ADD: 3 YR REPAIR SERVICE ADVANTAGE (4 years Total)
72	100	QA00781	ALT: LIION IMPRES 4200 MAH IP67 (NNTN7034A)
73	100	PMMN4060	24" PUBLIC SPEAKER MIC
74	100	PMAF4002	STUBBY ANTENNA FOR PSM
75	100	WPLN7080	SINGLE UNIT CHARGER
76	100	NNTN7034	HIGH CAPACITY IMPRES BATTERY



PROPOSAL 2: SIMULCAST CHANNEL ADDITION

COOK COUNTY P25 RADIO SYSTEM UPGRADES



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SYSTEM DESCRIPTION

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89, 93, 94.

2:A.1 SIMULCAST CHANNEL ADDITION

Cook County has requested a proposal to add channels to their existing county-wide Simulcast Sites for expanded call capacity. In response to this request, Motorola Solutions, Inc. (Motorola) has selected the GTR 8000 Base Radios to meet their needs.

2:A.1.1 Site Configuration

Cook County currently has two P25 IP Simulcast Sites each with 10 remote sites (Total 20 sites). These sites are divided geographically with a Southern Simulcast Sites and Northern Simulcast Sites. Each Simulcast Site is a 12-channel GTR8000 ESS with GTR8000 Base Radios operating in P25 TDMA mode. This proposal expands each site with additional channels with the same functionality as the current channel configurations.

Motorola is proposing adding four (4) GTR8000 Base Radios operating in TDMA mode to the Southern Simulcast Site and two (2) GTR8000 Base Radios operating in TDMA mode to the Northern Simulcast Site. This will also include four (4) GCM8000 Comparators to the Southern Simulcast Prime Site and two (2) GCM8000 Comparators to the Northern Simulcast Prime Site.

2:A.1.2 RF Antenna

Covered under City of Chicago Contract 110054 PDF pgs. 85,89.

Motorola is proposing to upgrade and replace one of the existing Tx Antennas at each site to allow for the proposed channel additions. The new antenna at each site will allow for up to twelve (12) channels to utilize one Tx Antenna. The new antenna is capable of handling the continuous power in a multicarrier transmitter combiner application which has become more relevant with emerging digital modulation technologies. The new proposed antenna is PIP (Peak Instantaneous Power) rated to 25kW. Motorola will use the existing lines and connectors currently used by the existing antenna system for each site.

A phasing harness is being added for each site to combine twelve (12) channels on one antenna. The phasing harness will combine the Tx output from the cavity combiner in the prime cabinet with the Tx output from the cavity combiner on the expansion cabinet.

The existing Tx antenna for channels 1-6 will remain unchanged.



2:A.1.3 System Design

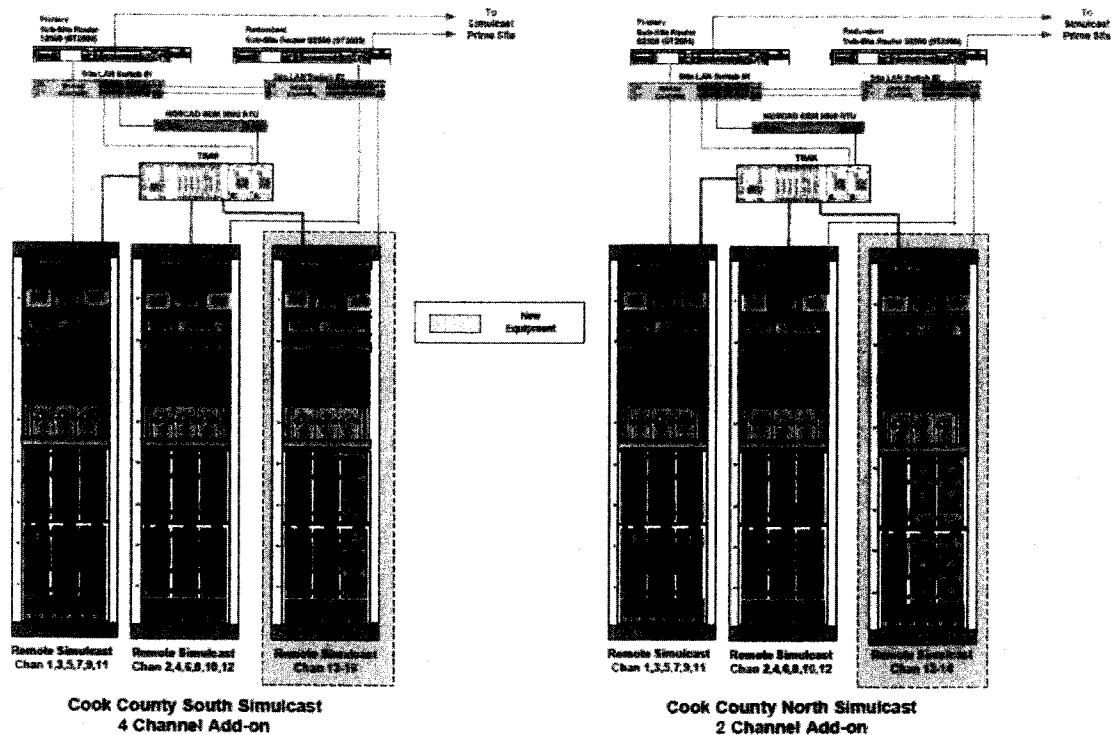


Figure A-1: Channel Additions

2:A.1.4 System Components

Our proposed solution includes the following summary of equipments for each of the subsystems:

2:A.1.4.1 STARCOM21 Master Site

- P25 TDMA Trunking Operational Site License.
- P25 TDMA Dynamic Channel License.

2:A.1.4.2 Channel Additions

- Southern Simulcast Site
 - Four (4) GCM 8000 Site Comparators.
 - Ten (10) GTR 8000 Expandable Site Subsystems
 - Ten (10) sets of Qty (4) GTR 8000 Base Radios
 - Ten (10) 700/800 Phasing Harness
 - Ten (10) Expansion 6-port Cavity Combiner
 - Ten (10) Dual Branch Rx Diversity



- Northern Simulcast Site
 - Two (2) GCM 8000 Site Comparators.
 - Ten (10) GTR 8000 Expandable Site Subsystems
 - Ten (10) sets of Qty (2) GTR 8000 Base Radios
 - Ten (10) 700/800 Phasing Harness
 - Ten (10) Expansion 6-port Cavity Combiner
 - Ten (10) Dual Branch Rx Diversity

2:A.1.4.3 Tx Antenna

- Twenty (20) Collinear Omni antennas

2:A.1.5 Assumptions

Motorola has made several assumptions in preparing this proposal. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described.
- Frequencies used for the additional channels need to be 150 kHz apart. This is true for the new channels that are expected to be connected to the same transmit combiner.
- All existing sites or equipment locations will have adequate electrical power and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Cook County Sheriff.
- Any tower stress analysis or tower upgrade requirements are the responsibility of Cook County Sheriff.
- Approved FCC licensing provided by Cook County Sheriff.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Cook County Sheriff.
- Any required system interconnections not specifically outlined here will be provided by Cook County Sheriff. These may include dedicated phone circuits or microwave links.
- Where necessary, Cook County Sheriff will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.
- Current Simulcast sites have additional GPS reference modules to support channel Add-on's.

STATEMENT OF WORK

2:B.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Cook County Sheriff's Department. The tasks described herein will be performed by Motorola, its subcontractors, and Cook County Sheriff's Department to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

2:B.2 ASSUMPTIONS

Motorola has based the system design on information provided by Cook County Sheriff's Department and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Cook County Sheriff's Department, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- All new Expandable Site Subsystem (ESS) racks can be permanently installed adjacent to Cook County Sheriff's Department's existing ESS racks allowing integration of phasing harnesses.
- Cook County Sheriff's Department's microwave system has adequate bandwidth to support the new channels.
- The Regional Planning Committee makes six (6) pairs 800 MHz frequencies available to Cook County Sheriff's Department to facilitate this system expansion.
- All antenna mounting structures being used for Cook County Sheriff's Department's simulcast system have the necessary structural integrity (per Rev G of TIA-222) to support the proposed replacement transmitter antennas. Motorola will perform tower mapping and structural analysis of all towers receiving new antennas as part of this proposal. If any towers are found to be unsuitable for additional loading, Motorola will work with Cook County Sheriff's Department and/or the tower owners to develop a remediation plan. Tower remediation costs have not been included in this proposal.



- There is adequate floor space and backup power to support one (1) additional rack of equipment at each of Cook County Sheriff's Department's simulcast remote sites.

2:B.3 CONTRACT

2:B.3.1 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

2:B.3.2 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.



2:B.4 CONTRACT DESIGN REVIEW

2:B.4.1 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble and install.
- Prepare equipment layout plans.
- Provide minimum acceptable performance specifications for Cook County Sheriff's microwave backhaul.
- Finalize site development plan.
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- Provide the Customer with the services and support necessary to complete required forms to file for frequency coordination and any other required frequency licensing.
- Assist the Customer with frequency planning services, frequency search services, interference analysis, public notifications, coordination, and frequency recommendations for the radio system.
- Work with the Customer to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.



Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is “frozen” in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

2:B.5 ORDER PROCESSING

2:B.5.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola’s Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

2:B.6 MANUFACTURING

2:B.6.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to the installer’s facility.



2:B.6.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Procure non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the installer's facility.

2:B.7 CIVIL WORK FOR THE CUSTOMER-PROVIDED FACILITIES

Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- Provide heat load for each equipment rack to be installed in the Customer-provided facilities.
- Extend customer provided electrical to Motorola equipment and terminate at the OP8 or Cabinet electric panel.
- Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads.

Customer Responsibilities:

- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location.
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Bring grounding system up to Motorola's R56 standards and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as contractually required.

Completion Criteria:

- All sites are ready for equipment installations in compliance with Motorola's R56 standards.



2:B.8 SYSTEM INSTALLATION

2:B.8.1 Install Fixed Network Equipment

Motorola Responsibilities:

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.
- Specifically Motorola will install the following in Cook County's Southern Simulcast Zone:
 - One (1) rack containing four (4) 700/800 MHz GTR 8000 base stations and one (1) six-port combiner at each of Cook County Sheriff's Department's 10 simulcast remote sites.
 - One (1) omni-directional transmitter antenna at each of Cook County Sheriff's Department's 10 simulcast remote sites. These antennas will replace the existing transmitter antennas. The existing transmission lines will be reused.
 - Four (4) GCM 8000 comparators at Cook County Sheriff's Department's South Zone prime site.
- Specifically Motorola will install the following in Cook County's Northern Simulcast Zone:
 - One (1) rack containing two (2) 700/800 MHz GTR 8000 base stations and one (1) six-port combiner at each of Cook County Sheriff's Department's 10 simulcast remote sites.
 - One (1) omni-directional transmitter antenna at each of Cook County Sheriff's Department's 10 simulcast remote sites. These antennas will replace the existing transmitter antennas. The existing transmission lines will be reused.
 - Two (2) GCM 8000 comparators at Cook County Sheriff's Department's North Zone prime site.
- For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Will provide a temporary storage location for the Motorola-provided equipment for post manufacturing consolidation.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.

2:B.8.2 Removal and Disposal of Decommissioned Smartzone Equipment

Motorola Responsibilities:

- Will uninstall and remove existing decommissioned Cook County Sheriff's Department Smartzone equipment from the twenty (20) simulcast sites.
- Will haul away and dispose of the removed Smartzone equipment in an environmentally responsible manner.

Customer Responsibilities:

- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

2:B.9 SYSTEM OPTIMIZATION

2:B.9.1 Optimize System FNE

Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the simulcast system.

Customer Responsibilities:

- Provide access/escort to the sites.

Completion Criteria:

- System FNE optimization is complete.

2:B.9.2 Link Verification

Motorola Responsibilities:

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities:

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

2:B.10 AUDIT AND ACCEPTANCE TESTING

2:B.10.1 Perform R56 Installation Audit

Motorola Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Customer Responsibilities:

- Provide access/escort to the sites.
- Witness tests. (if desired)

Completion Criteria:

- All R56 audits completed successfully.

2:B.10.2 Perform Equipment Testing

Motorola Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:

- None.

Completion Criteria:

- Successful completion of equipment testing.

2:B.10.3 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any failures before Final System Acceptance.

Customer Responsibilities:

- None.

Completion Criteria:

- Successful completion of the functional testing.
- Customer approval of the functional testing.

2:B.11 FINALIZE

2:B.11.1 Resolve Punchlist

Motorola Responsibilities:

- Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.



Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the Customer.

2:B.11.2 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by the Customer.

2:B.11.3 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
 - System-Level Diagram
 - Site Equipment Rack Configurations
 - Antenna Network Drawings for RF Sites
 - Functional Acceptance Test Plan Test Sheets and Results
 - Equipment Inventory List

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the Customer.

2:B.11.4 Final Acceptance

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.



2:B.12 PROJECT ADMINISTRATION

2:B.12.1 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- The Customer approval of the Milestone Completion document(s).

2:B.12.2 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

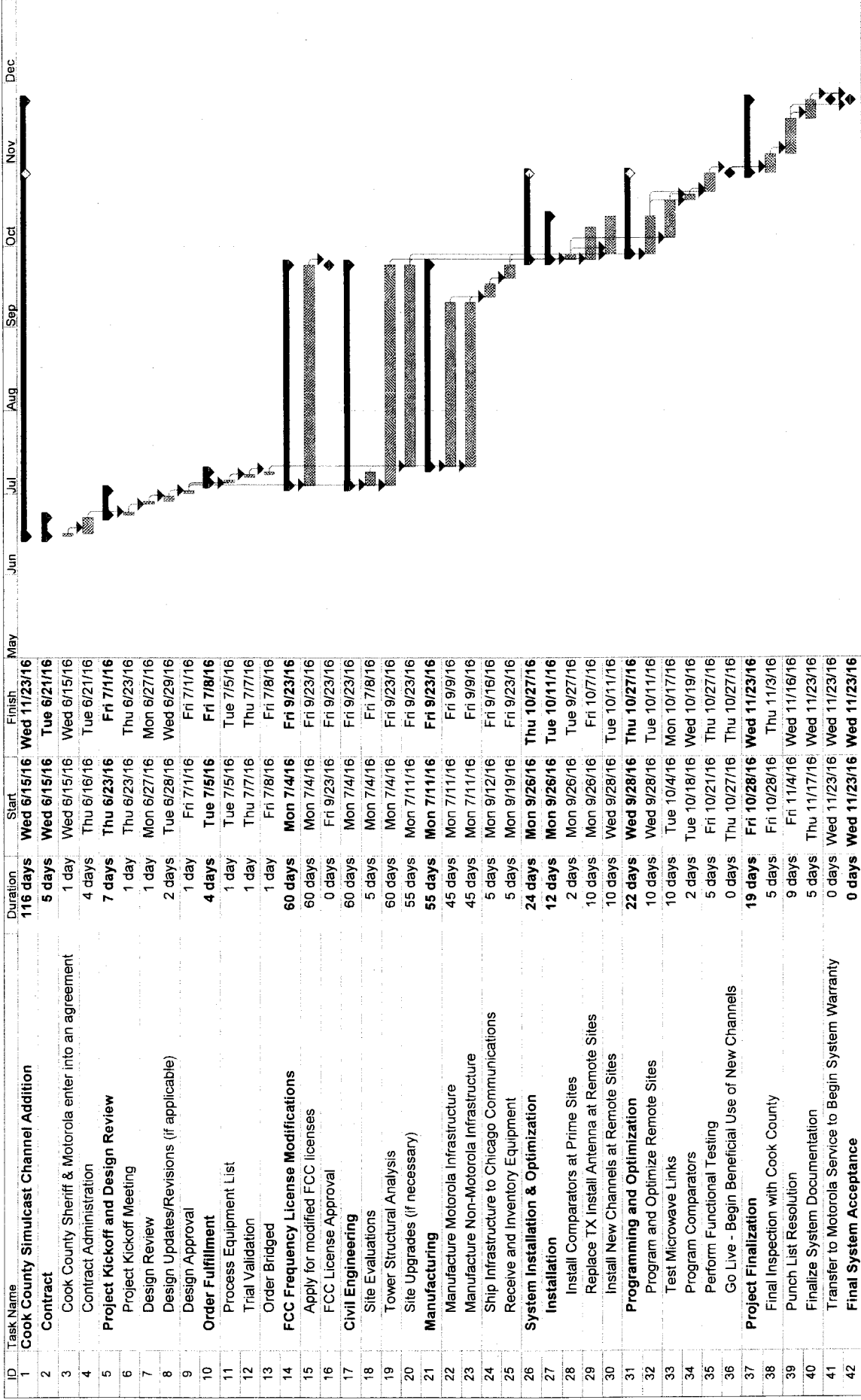
Please see the Appendix for an example of the Change Order Form.



PROJECT SCHEDULE

The Project Schedule is presented on the following page.





Task	Split	External Tasks	Manual Task	External Tasks
Milestone	◆	External Tasks	Manual Task	External Milestone
Summary	▬	Project Summary	Duration-only	Progress
Rolled Up Task	▬	Group By Summary	Manual Summary Rollup	Deadline
Rolled Up Milestone	◆	Inactive Milestone	Manual Summary	
Rolled Up Progress	▬	Inactive Summary	Start-only	
			Finish-only	

ACCEPTANCE TEST PLAN

Please see the following pages for the Acceptance Test Plan (ATP).

WIDE AREA TRUNKING - TDMA ONLY SITES

Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

- RADIO-1 - SITE 1 - TALKGROUP 1
- RADIO-2 - SITE 2 - TALKGROUP 1
- RADIO-3 - SITE 1 - TALKGROUP 2
- RADIO-4 - SITE 2 - TALKGROUP 2

2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass _____ Fail _____



Wide Area Trunking - TDMA Only Sites

Channel Partitioning Operation

1. DESCRIPTION

This feature provides exclusive use of designated RF channels for high priority groups. This test will demonstrate that the calls belonging to the high priority group are steered to the RF channels that are designated.

In this test case a second User Group (UG2) will be configured. The User Group will be assigned to the talkgroup TG5 profile. UG2 will be used for RF Channel 5 at SITE1 to be tested. This will ensure that UG2 will have exclusive use of Channel 5.

Note: In TDMA operation both TDMA time slots on the BR are assigned to this User Group. Channel Partitioning is a licensed feature.

SETUP

RADIO-1 - TG1
RADIO-1 - SITE - SITE1
RADIO-2 - TG5
RADIO-2 - SITE - SITE1
RF Channel 5 assigned to UG2

2. TEST

- Step 1. Initiate a talkgroup call on TG5 from RADIO-2 on SITE1.
- Step 2. Verify that RADIO-2 is assigned RF channel 5.
- Step 3. Release the PTT and wait for the talkgroup call to end.
- Step 4. Initiate a talkgroup call from RADIO-1 on TG1 at SITE1.
- Step 5. Observe that the talkgroup call from RADIO-1 is not assigned RF channel 5.
- Step 6. Release the PTT on RADIO-1 and wait until the channel for the TG1 call is dropped. Initiate another call on RADIO-1. Verify that RADIO-1 is again assigned to a channel other than RF channel 5.
- Step 7. Repeat the process until all channels have been cycled through. Verify that RF channel 5 does not get assigned to the TG1 call.
- Step 8. Initiate a call on RADIO-2 and verify RF channel 5 is assigned.

Pass____ Fail____



Wide Area Trunking - TDMA Only Sites

Private Call Management - DDM/TDMA Channels

1. DESCRIPTION

This test demonstrates the capability to limit RF resource usage by private calls on per RF site basis.

A limit setting is entered from Unified Network Configurator Wizard (UNCW) and sent to Zone Controller for enforcement.

The capability only works on a trunked system and when RF sites are in wide trunking mode.

RF site types that support this capability are ISR, IP Simulcast, and Trunked 3600 sites.

Note that on a dynamic dual mode (DDM) RF channel, number of RF resources used by a call depends upon the type of the call: FDMA or TDMA. An FDMA call will consume two RF resources while a TDMA call will consume only one RF resources.

For demonstration purpose, this test will use DDM channels. Radios will access the DDM channels using TDMA.

SETUP

A supported RF site (see above) with at least 2 DDM - only channels

UNCW

RADIO-1 – TG1
RADIO-1 – SITE – SITE1
RADIO-2 – TG1
RADIO-2 – SITE – SITE1
RADIO-3 – TG1
RADIO-3 – SITE – SITE1
RADIO-4 – TG1
RADIO-4 – SITE – SITE1

2. TEST

- Step 1. Use UNCW to set "Maximum Number of Resources for Private Call" to a value of 1.
- Step 2. RADIO-1 initiates a Private Call to RADIO-2.
- Step 3. Observe the call is successful, Radio-1 and RADIO-2 can communicate normally.
- Step 4. While RADIO-1 and RADIO-2 are still in Private call, RADIO-3 tries to initiates another Private Call with RADIO-4.
- Step 5. Observe the Private Call request by RADIO-3 is busied by the system.
- Step 6. RADIO-1 and RADIO-2 end their Private Call.
- Step 7. Observe RADIO-3 received a call back. Initiate a private call with RADIO-4.
- Step 8. Observe the Private Call between RADIO-3 and RADIO-4 is successful.

Pass _____ Fail _____



WIDE AREA TRUNKING FDMA/TDMA MIXED SITES

Dynamic FDMA/TDMA Private Call

1. DESCRIPTION

Private Call is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is only heard by the 2 parties involved. Subscriber units receiving a private call will sound an alert tone. As with other types of calls, Private Calls can take place from anywhere in the system. Private Calls always occur in the "Dynamic" mode. The system determines whether the call is FDMA or TDMA by the capabilities of the 2 radios and the sites they are affiliated at.

SETUP

RADIO-1 (TDMA) - TALKGROUP 1
RADIO-2 (TDMA) - TALKGROUP 1
RADIO-8 (FDMA-only) - TALKGROUP 1

2. TEST

- Step 1. Using RADIO-1, press the Private Call (Call) button. Enter the unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored and press the PTT to initiate the Private Call.
- Step 2. Verify that RADIO-2 hears tones and the display indicates that a Private Call has been received, but RADIO-8 receives no indications.
- Step 3. Answer the call at RADIO-2 by pressing the Private Call button. If RADIO-2 has a display, verify it shows the ID number or alias of RADIO-1.
- Step 4. Press the PTT switch on RADIO-2 and respond to the Private Call. Note that if you do not press the Private Call button before pressing PTT, your audio will be heard by all members of the talkgroup, and not by the radio initiating the Private Call.
- Step 5. Verify that RADIO-2 can communicate with RADIO-1. Observe that the channel is assigned in the TDMA mode.
- Step 6. End the Private Call and return to normal talkgroup operation.
- Step 7. Repeat the test swapping RADIO-2 with RADIO-8 and observe that the channel is assigned in the FDMA mode.

Pass ____ Fail ____



EQUIPMENT LIST

Covered under City of Chicago Contract 110054 PDF pgs. 85,89.

Line Item	Qty	Nomenclature	Description
1	-	1 SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	a	1 CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	b	1 CA00997AL	ADD: UCS LICENSE KEY 7.14
1	c	60 CA01882AA	ADD: P25 TDMA TRUNKING SW ? BASE RADIO LICENSES (TRUNKING ONLY)
1	d	60 CA01883AA	ADD: P25 TDMA DYNAMIC CHANNEL ASSIGNMENT SW ? BASE RADIO LICENSES
Southern Cook Prime Site CMP's (4 total)			
2	-	1 T7321	GCM 8000 COMPARATOR
2	a	2 CA01183AA	ADD: GCM 8000 COMPARATOR
2	b	2 CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	c	2 CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
2	d	1 X153AW	ADD: RACK MOUNT HARDWARE
3	-	1 T7321	GCM 8000 COMPARATOR
3	a	2 CA01183AA	ADD: GCM 8000 COMPARATOR
3	b	2 CA01185AA	ADD: IP BASED MULTISITE OPERATION
3	c	2 CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
3	d	1 X153AW	ADD: RACK MOUNT HARDWARE
4 Channels (10 Remote Sites)			
4	-	10 SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
4	a	10 CA00855AA	ADD: 700/800 MHZ
4	b	10 X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	c	10 CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
4	d	40 CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
4	e	40 CA01842AA	ADD: P25 TDMA SOFTWARE
4	f	40 CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE

Line Item	Qty	Nomenclature	Description
4 g	10	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
4 h	10	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
4 i	10	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
4 j	20	CA00884AA	ADD: QTY (1) XHUB
4 k	10	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
4 l	10	CA01943AA	ADD:2ND BRANCH DIVERSITY
Northern Cook Prime Site CMFs (2 total)			
5 -	1	T7321	GCM 8000 COMPARATOR
5 a	2	CA01183AA	ADD: GCM 8000 COMPARATOR
5 b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
5 c	2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
5 d	1	X153AW	ADD: RACK MOUNT HARDWARE
2 Channels (10 Remote Sites)			
6 -	10	SQM01SUM70 54	GTR 8000 EXPANDABLE SITE SUBSYSTEM
6 a	10	CA00855AA	ADD: 700/800 MHZ
6 b	10	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
6 c	10	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6 d	20	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
6 e	20	CA01842AA	ADD: P25 TDMA SOFTWARE
6 f	20	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
6 g	10	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
6 h	10	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
6 i	10	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
6 j	20	CA00884AA	ADD: QTY (1) XHUB
6 k	10	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
6 l	10	CA01943AA	ADD:2ND BRANCH DIVERSITY
Tx Antenna for new channel additions (each item x20 for each remote site)			
7 -	20	DSSC412HF2L DF	DB810E-PS ANT 10 DBD OMNI 764-869 7/16 DIN
8 -	300	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
9 -	40	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE

May 12, 2016
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to the restrictions on the cover page.

Cook County Sheriff's Department
Proposal 2: Simulcast Channel Addition
PS-000046797

Line Item	Qty	Nomenclature	Description
10	- 40	TDN9289	221213 CABLE WRAP WEATHERPROOFING
11	- 400 0	L3617	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT
12	- 40	DDN1077	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
13	- 120	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
14	- 40	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
15	- 200	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
16	- 20	DSTXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
17	- 500	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
18	- 40	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Spares			
19	- 2	DLN6898	FRU: FAN MODULE
20	- 2	DLN6885	FRU: XCVR 7/800 MHZ V2
21	- 2	DLN6895	FRU: PA 7/800 MHz
22	- 1	DLN6569	FRU: GCP 8000/GCM 8000
23	- 2	DLN6781	FRU POWER SUPPLY
24	- 2	DLN6677	FRU: G-SERIES XHUB



PROPOSAL 3: THREE (3) MCC 7500 CONSOLE PROJECT

COOK COUNTY P25 RADIO SYSTEM UPGRADES



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MCC 7500 SYSTEM OVERVIEW

Covered under City of Chicago Contract 110054 PDF pgs. 85, 89, 93, 94.

In response to the Cook County Sheriff's Office (Cook County) request for adding three new operator positions (OP), the MCC 7500 Console Solution has been proposed.

3:A.1 MCC 7500 CONSOLE DISPATCH SOLUTION

Motorola Solutions, Inc. (Motorola)'s MCC 7500 Dispatch Console is Motorola's mission-critical IP high-tier radio dispatch console system. The MCC 7500 Dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows operating system, utilizing the industry- standard PC platform. MCC 7500's highly recognizable icons are designed to reduce user training time and allow dispatchers to manage information more productively.

Designed for effective, flexible dispatch communications, the MCC 7500 Dispatch Console can provide a range of valuable features:

- Seamless integration with ASTRO 25 Trunking systems.
- IP Network—MCC 7500 supports the IP protocols of the ASTRO 25 system's transport network.
- End-to-End Encryption—Encryption and decryption occurs in the dispatch consoles, allowing true end-to-end encryption in the radio system.
- Centralized System Management—The MCC 7500 console system is configured and managed by the ASTRO 25 system's configuration manager, fault manager and performance reporting applications.
- User-Friendly—MCC 7500's environment features the familiar standards used by other Windows programs, worldwide.
- Screen layout, menus and icons are easy to understand and quickly recognizable.
- Each dispatcher's configuration can be customized via the Elite Admin application.
- Elite Dispatch GUI uses a simple point-and-click response. The dispatcher has the choice of using a mouse, trackball or optional touch screen and the keyboard is not required for day-to-day operations.
- Agency Partitioning—Allows multiple agencies to use a common system while maintaining control over their console resources.



Dispatch Console PC—The dispatch console hardware is based on a commercially available personal computer using Microsoft Windows as the operating system. The dispatch console software uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatcher. The Elite Dispatch GUI is efficient, easy to use, and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.

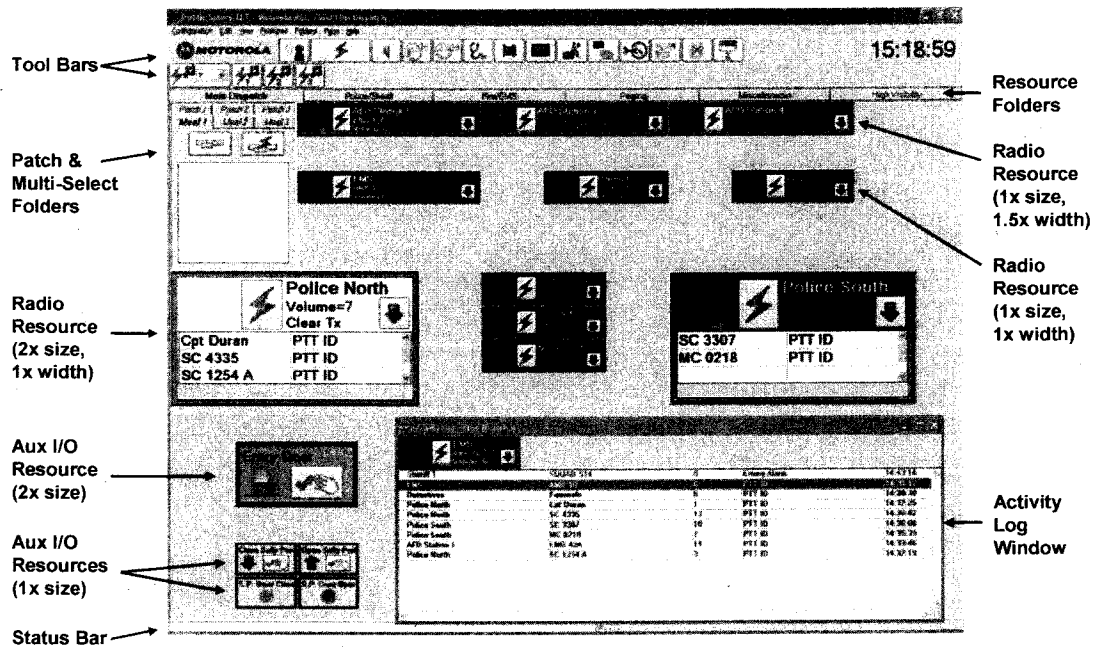


Figure A-1: MCC 7500 Elite Dispatch GUI illustrates an example of the Elite Dispatch GUI

3:A.2 CONSOLE COMPONENTS

MCC 7500 Operator Position:

- One (1) MCC 7500 ASTRO 25 Software.
- Three (3) MCC 7500 Basic console functionality software license.
- Three (3) MCC 7500 Trunking Operation.
- Three (3) MCC 7500 Conventional Operation.
- Three (3) Voice Processor Module.
- Three (3) Z420 Low Tier Workstation.
- Six (6) Desktop speakers.
- Three (3) Gooseneck Microphone.
- Six (6) Headset Jack.
- Three (3) Dual Pedal Footswitch.



- Three (3) TECH GLOBAL 19" LCD Non-Touch, Black.
- Three (3) MCAFEE Windows AV Client.
- Three (3) MCC 7500 Secure Operation License—AES algorithm.



STATEMENT OF WORK

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89, 93, 94.

3:B.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola and Cook County as agreed to by contract.

3:B.1.1 Motorola's Responsibilities

Motorola's general responsibilities include the following:

- Conduct project kickoff meeting with Cook County to review project design and finalize requirements.
- Schedule the implementation schedule in agreement with Cook County. Coordinate the activities of all Motorola subcontractors under this contract.
- Provide the City with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Define electrical requirements for each equipment rack and operator position to be installed in Cook County-provided facilities.
- Define heat load for each equipment rack to be installed in Cook County-supplied facilities.
- Administer safe work procedures for installation.
- Install the three (3) new MCC 7500 console—CPU, VPM, monitor, speakers, headset jack, and footswitch. This location will include three (3) Cat6 cables for each Console.
 - VGA monitor cables long enough to run from the monitor to the CPU in one cable.
 - Longer cable connections for the console speakers to reach the VPM with ferrite beads at the speaker end.
 - Longer cable connections for the console microphone to reach the VPM with ferrite beads at the speaker end.
- Install 12 existing MCC 7500 console positions onto the new Watson furniture. This portion will include 3 Cat6 cable runs (1 for CPU, 1 for VPM, 1 for recording) per position, 39 total Cat6 cables. Mounting and dressing the speakers, microphone's, headset jack boxes, VPM (on the right side of the console furniture), CPU, and the monitors. The following cables will be provided:
 - VGA monitor cables long enough to run from the monitor to the CPU in one cable.
 - Longer cable connections for the console speakers to reach the VPM with ferrite beads at the speaker end.
 - Longer cable connections for the console microphones to reach the VPM with ferrite beads at the speaker end.



- Grounding—from the existing ground bars, ground all Motorola equipment to R56 specs. Provide all #6 ground wire and crimp connectors.
- Relocate the 12 existing MCC 7500 dispatch positions to a temporary location (including 3 Cat6 cable runs (1 for CPU, 1 for VPM, 1 for recording) per position, 36 total Cat6 cables. Also, the removal of old cables from the existing consoles back to the equipment room.
- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations at Cook County dispatch location.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document the results of the acceptance tests and present to Cook County for review.
- Resolve any punchlist items before Final System Acceptance.

3:B.1.2 Cook County Responsibilities

The City will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The Sheriff's Office general responsibilities for the dispatch location are as follows:

- Cook County will provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to installation.
- Coordinate the activities of all Cook County vendors or other contractors, if applicable.
- Attend and participate in project meetings and reviews.
- Provide ongoing communication, as applicable, regarding the dispatch console project and schedule.
- Obtain all licensing, site access, or permitting required for project implementation.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" (R56). Ceiling [minimum nine (9) feet] and cable tray heights [minimum eight (8) feet] in the equipment rooms in order to accommodate seven (7)-foot, six (6)-inch equipment racks.
- Provide or install as necessary any conduit, circuit breakers, outlets, etc., at each equipment location.

- Provide AC power (dedicated 20 Amp AC outlets—simplex with ground) for each major piece of equipment within six (6) feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide floor space and desk space (including desk furniture, as needed) for the system equipment at Cook County-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment, as well as between the backroom equipment room and dispatch positions.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks (resolve environmental or hazardous material issues).
- Provide console template and alias information as required for programming.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Provide connectivity test results to confirm specification compliancy prior to equipment installation.

NOTE: Links may include dedicated phone circuits, microwave links, or other types of connectivity.

- Provide space for console cutover.
- Provide ground point within six (6) cable feet of the rack.
- Provide designated location for existing console equipment to be stored after removal.

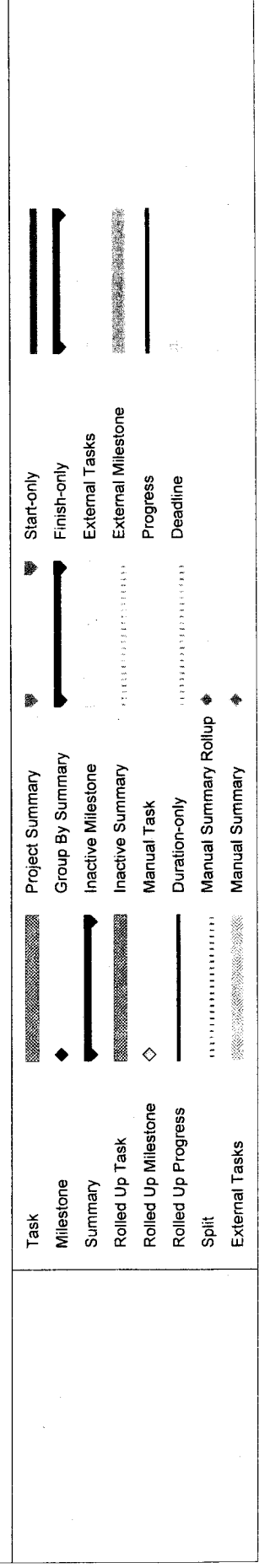


PROJECT SCHEDULE

The Project Schedule is presented on the following page.



ID	Task Name	Duration	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Cook County IP Dispatch Console Upgrade	116 days	Wed 6/15/16	Wed 11/23/16								
2	Contract	5 days	Wed 6/15/16	Tue 6/21/16								
3	Cook County Sheriff & Motorola enter into an agreement	1 day	Wed 6/15/16	Wed 6/15/16								
4	Contract Administration	4 days	Thu 6/16/16	Tue 6/21/16								
5	Project Kickoff and Design Review	7 days	Thu 6/23/16	Fri 7/1/16								
6	Project Kickoff Meeting	1 day	Thu 6/23/16	Thu 6/23/16								
7	Design Review	1 day	Mon 6/27/16	Mon 6/27/16								
8	Design Updates/Revisions (if applicable)	2 days	Tue 6/28/16	Wed 6/29/16								
9	Design Approval	1 day	Fri 7/1/16	Fri 7/1/16								
10	Order Fulfillment	4 days	Tue 7/5/16	Fri 7/8/16								
11	Process Equipment List	1 day	Tue 7/5/16	Tue 7/5/16								
12	Trial Validation	1 day	Thu 7/7/16	Thu 7/7/16								
13	Order Bridged	1 day	Fri 7/8/16	Fri 7/8/16								
14	Temporary Console Relocation	10 days	Mon 7/4/16	Fri 7/15/16								
15	Relocate Existing 12 Operator Positions	10 days	Mon 7/4/16	Fri 7/15/16								
16	Run New Extended Network Cables	10 days	Mon 7/4/16	Fri 7/15/16								
17	Furniture Replacement (Cook County Responsibility)	45 days	Mon 7/18/16	Fri 9/16/16								
18	Remove Existing Furniture	5 days	Mon 7/18/16	Fri 7/22/16								
19	Perform Site Renovations as Necessary	35 days	Mon 7/25/16	Fri 9/9/16								
20	Install New Public Safety Furniture	5 days	Mon 9/12/16	Fri 9/16/16								
21	Manufacturing	55 days	Mon 7/11/16	Fri 9/23/16								
22	Manufacture Motorola Infrastructure	45 days	Mon 7/11/16	Fri 9/9/16								
23	Manufacture Non-Motorola Infrastructure	45 days	Mon 7/11/16	Fri 9/9/16								
24	Ship Infrastructure to Chicago Communications	5 days	Mon 9/12/16	Fri 9/16/16								
25	Receive and Inventory Equipment	5 days	Mon 9/19/16	Fri 9/23/16								
26	System Installation & Optimization	24 days	Mon 9/26/16	Thu 10/27/16								
27	Install 3 New Operator Positions	5 days	Mon 9/26/16	Fri 9/30/16								
28	Programming and Optimization	4 days	Mon 10/3/16	Thu 10/6/16								
29	Relocate 12 Original Operator Positions	10 days	Fri 10/7/16	Thu 10/20/16								
30	Functional Acceptance Testing	5 days	Fri 10/21/16	Thu 10/27/16								
31	System Acceptance	0 days	Thu 10/27/16	Thu 10/27/16								
32	Project Finalization	19 days	Fri 10/28/16	Wed 11/23/16								
33	Final Inspection with Cook County	5 days	Fri 10/28/16	Thu 11/3/16								
34	Punch List Resolution	9 days	Fri 11/4/16	Wed 11/16/16								
35	Finalize System Documentation	5 days	Thu 11/17/16	Wed 11/23/16								
36	Transfer to Motorola Service to Begin System Warranty	0 days	Wed 11/23/16	Wed 11/23/16								
37	Final System Acceptance	0 days	Wed 11/23/16	Wed 11/23/16								



Task	Project Summary	Start-only
Milestone	Group By Summary	Finish-only
Summary	Inactive Milestone	External Tasks
Rolled Up Task	Inactive Summary	External Milestone
Rolled Up Milestone	Manual Task	Progress
Rolled Up Progress	Duration-only	Deadline
Split	Manual Summary Rollup	
External Tasks	Manual Summary	

ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described.
- All existing sites or equipment locations will have adequate electrical power and site grounding to support the requirements of the system described.
- Where necessary, Cook County will provide a dedicated secure delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.

The anticipated required size of monitor and accessories are shown in the quote. If different ones are required by Cook County, Motorola can modify the quote accordingly.



ACCEPTANCE TEST PLAN

Please see the following pages for the Acceptance Test Plan (ATP).

MCC 7100/7500 TRUNKED RESOURCES

Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass ____ Fail ____



MCC 7100/7500 Trunked Resources

Emergency Alarm and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TG1
CONSOLE-1 - TG1
CONSOLE-2 - TG1

2. TEST

- Step 1. Initiate an Emergency Alarm from RADIO-1.
- Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TG1.
- Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.
- Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.
- Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1
- Step 6. Clear the Emergency from CONSOLE-1 on TG1.
- Step 7. End the Emergency Alarm from RADIO-1.

Pass _____ Fail _____



MCC 7100/7500 Trunked Resources

Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TG1
RADIO-2 - TG2
RADIO-3 - TG1
RADIO-4 - TG2
CONSOLE-1 - TG1 and TG2

Note: All 4 Radios must have the same home zone.

2. TEST

- Step 1. Using CONSOLE-1 create a patch between TG1 and TG2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass ____ Fail ____



MCC 7100/7500 Trunked Resources

Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TG1
RADIO-2 - TG1
CONSOLE-1 - TG1

2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TG1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TG1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TG1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TG1 call from RADIO-1.

Pass ____ Fail ____



EQUIPMENT LIST

Covered under City of Chicago Contract 110054 PDF pgs. 84, 89, 93, 94.

Line Item	Qty	Nomenclature	Description	
MCC7500 Console Solution				
1	-	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	a	1	CA02105AA	MCC7500/MCC7100 CONSOLE LIC
1	b	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	c	1	CA00997AL	ADD: UCS LICENSE KEY 7.14
2	-	1	B1905	MCC 7500 ASTRO 25 SOFTWARE
3	-	3	B1933	MOTOROLA VOICE PROCESSOR MODULE
3	a	3	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
3	b	3	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
3	c	3	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
3	d	3	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
4	-	3	DS019BLK	19 INCH NON-TOUCH MONITOR, BLACK
5	-	3	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7
6	-	3	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
7	-	6	B1912	MCC SERIES DESKTOP SPEAKER
8	-	3	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
9	-	6	B1913	MCC SERIES HEADSET JACK
10	-	3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
11	-	3	T7885	MCAFFEE WINDOWS AV CLIENT
3	e	3	CA00147AF	ADD: MCC 7500 SECURE OPERATION
3	f	3	CA00182AB	ADD: AES ALGORITHM

PROPOSAL 4: MAYWOOD RADIO SITE GROUNDING REMEDICATION

COOK COUNTY P25 RADIO SYSTEM UPGRADES



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STATEMENT OF WORK

Covered under City of Chicago Contract 110054 PDF pgs. 84.

4:A.1 OVERVIEW

On October 10th, 2014, Motorola performed an on site R56 audit of the following Cook County facilities in order to identify grounding deficiencies per R56 standards.

The 190 foot Radio tower is located to the north of the Maywood Radio Room approximately 8 feet from the Main Sheriff's Police Administration building. All VHF, 800MHz consolettes, VHF base-stations, receivers and two channel ASR antennas are located on this tower. All Radio related equipment is located in the Main Sheriff's Police Administration building second floor with the UPS located on the lower level.

4:A.1.1 RADIO TOWER

The Radio RF Tower has a grounding conductor bonded to each leg and is directed below the ground surface. It couldn't be confirmed if each tower leg has a separate ground rod or if all three legs are bonded to a single ground rod. Each tower leg ground has a mechanical connection to the tower and it is assumed a mechanical connection to the grounding rod(s). Site ground resistance measurements were not taken as a part of this site visit.

The External Ground Bus Bar (EGB) ground conductor is attached to the EGB with a mechanical ground lug which is exhibiting corrosion. The #2 AWG tinned copper ground conductor routed down from the EGB is coiled up at ground level.

The Tower Ground Bus Bar (TGB) has a #2 AWG green jacketed ground conductor, and is connected to both the TGB and to the tower leg at the base with a corroded mechanical lug.

The fencing fabric, corner posts, gate and gate support posts around the tower are not grounded.

All used RF coax but one, entering the Building has a Surge Protection device which is grounded to the Bus bar located at the coax entry point. Three unused coax do not have any Surge Protection Devices (SPD).

4:A.1.2 RADIO EQUIPMENT ROOM

The RF radio room has a MGB and a SSGB providing a single ground for all RF equipment within this area.

4:A.1.3 PHONE ROOM

The Phone Room has two bus bars both tagged as being connected to building ground. At the time of this audit, we could not determine where the building ground was being provided. No grounds were visible in the Computer room (B203) or in the B12 Telephone and Radio, UPS Room. The neutral-ground bonding conductor was not inspected and will require a certified electrician to confirm proper installation as described in the electrician inspection items above.



4:A.2 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- **Bond Master Ground Bar**

- The Master Ground Bar (MGB) located at the antenna entry port is not bonded to the building or tower grounding system. This bus bar requires a #2 AWG tinned copper electrode conductor to be routed through the wall at 45 degree angle sealed with RTV silicone after the grounding conductor is routed through. The grounding electrode conductor should be routed through a PVC sleeve for added protection. The grounding conductor is to be exothermically welded at the tower grounding electrode system/building ground. The two-hole lug at the MGB is to be a listed irreversible compression type connector. We want a single point of ground for all of the Motorola Radio equipment. A Cook County Building engineer should be contacted to identify the current building grounding system and determine providing the common single point of ground between the building and the Tower grounding systems.

- **Upgrade Grounding of Radio Room UPS Panels**

- Radio Room UPS Panels #1, #2, #2B, Liebert UPS frame and AC Utility Panel located in the B12 Telephone and Radio, UPS Room are to have a minimum of a #2 green jacketed conductor routed to the closest ground bus bar. Two-hole lugs at each end are preferred. The metallic conduit used to route the #2 AWG green jacketed ground conductor from the Phone Room Rack #2 (TenSr rack), is to have a saddle clamp installed on the conduit at the closest point to the Bus bar, and a #6 AWG green jacketed conductor ran from the saddle clamp to the bus bar. A two-hole lug is preferred at the bus bar.

- **Install and Bond Sub System Ground Bus Bar**

- A #2 AWG green jacketed conductor has been routed from the phone room bus bar to the dispatch area. All six VPMs are grounded to this ground bus conductor. The Back Up dispatch Center is co-located with the RF tower. Some special grounding requirements need to be considered:
 1. Each cluster of consoles (each pair) should have a Sub System Ground Bus Bar SSGB installed so that the VPMs and metallic dispatch furniture objects can be bonded and grounded properly.
 2. Type 3 surge AC panels for all Consoles and VPMs
 3. Mounting rails or support brackets intended for mounting equipment on or within the furniture including drop ceiling grid system is to be bonded to the SSGB system

- **Install Surge Suppression**

- The AC Utility Panel located in B12 Telephone and Radio, UPS Room is to have a minimum Type 1 SAD/MOV surge suppression device installed. All AC radio system devices are to have Type 3 Transtector Surge protection due to distance from the Type 1 Surge Suppression device. The Phone room TenSr rack requires the following:
 1. Remove the un-used MOSCAD equipment from the rack
 2. Install two rack mount Transtector AC panels, bond the ground lug(s) to the rack ground bus with a irreversible crimp and insulate with green electrical tape
 3. Confirm both Transtector AC Panels are plugged into the marked UPS Quad boxes.

- **Weld External Ground Bar to the Tower Grounding System**
 - The External Ground Bar (EGB) grounding electrode is to be exothermically welded to the EGB and to the tower grounding system. The EGB grounding electrode conductor should be routed through a PVC sleeve for protection. No mechanical connections are allowed.
- **Weld Tower Ground Bar to the Tower Grounding System**
 - The Tower Ground Bar (TGB) is to have a #2 AWG tinned copper conductor exothermically welded to the TGB, directed down to the Tower Grounding System and exoterically welded to the Tower grounding system. The TGB grounding electrode conductor should be routed through a PVC sleeve for protection. No mechanical connections are allowed.
- **Ground Closed Circuit Television**
 - One Closed circuit television (CCTV), video cable enters the building with no coax ground kit to the EGB or SPD to the MGB. All Unused Coax are to have an SPD installed at the entry point and grounded properly. The ½ inch coax 3-white, 4-white and 7/8 inch 1-red do not have SPDs.
- **Ground Tower Ice Bridge**
 - The Ice Bridge is to be grounded to the EGB with a #2 AWG tinned copper conductor and compression two-hole lugs at each end. It is recommended that the cable bridge/ice bridge be secured to the tower using a non-conductive slip-joint type device to reduce the amount of lightning energy diverted toward the equipment building
- **Ground Fence and Gate Posts**
 - Each fence corner post and gate support posts are to be grounded to the tower electrode system with a #2 AWG tinned copper conductor. Metallic gates are to be bonded to the gate support post with a flexible #6 or coarser, stranded copper conductor such as welding conductor.

4:A.3 COOK COUNTY SHERIFF'S DEPARTMENT RESPONSIBILITIES

- Provide site access and or permitting (if required).
- Coordinate the activities of all Cook County Sheriff's Department's vendors or other contractors.

WARRANTY AND POST WARRANTY SERVICES

COOK COUNTY P25 RADIO SYSTEM UPGRADES



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WARRANTY AND POST WARRANTY SERVICES

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

1 THE MOTOROLA SERVICE DELIVERY TEAM

Account Services Manager

Your Motorola Account Services Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Account Services Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring.
- Dispatch Service.
- Infrastructure Repair with Advanced Replacement.
- Technical Support.

Motorola has proven experience to deliver mission critical network support

- **Extensive Experience**—Motorola has over 70 years of experience supporting mission critical communications and the Public Safety community.
- **Capacity to Respond**—Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- **Flexibility and Scalability**—Motorola's Support Plans are customized to meet individual Customer needs.
- **Skills and Process**—Motorola uses a well-established, structured and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.



Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for Cook County Sheriff, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

2 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package are listed below along with a brief description.

2.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

2.2 OnSite Infrastructure Response

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

2.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

2.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

2.5 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.

2.6 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.



3

SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide Cook County Sheriff with the qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support.

Warranty and Post Warranty Service Overview	Warranty Year
Dispatch Service	✓
On Site Infrastructure Response	✓
Network Preventative Maintenance	✓
Infrastructure Repair with Advanced Replacement	✓
Technical Support Service	✓

4

SERVICES STATEMENT OF WORK

Please see the following pages for:

- Statement of Work—Infrastructure Repair with Advanced Replacement.
- Statement of Work—OnSite Infrastructure Response and Dispatch Service.
- Statement of Work—Technical Support Service.





Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

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

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

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

2.0 Motorola has the following responsibilities:

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

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



- 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
- 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.
- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:
 1. All Infrastructure over seven (7) years from product cancellation date.
 2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
 3. Physically damaged Infrastructure.
 4. Third party Equipment not shipped by Motorola.
 5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
 6. Video retrieval from Digital In-Car Video equipment.
 7. Test equipment.
 8. Racks, furniture and cabinets.
 9. Firmware and/or Software upgrades.

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



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

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



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

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



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

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



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



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

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

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



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



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



Statement of Work

OnSite Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

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

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or FRU.
 - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service Continuously.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.



- 3.2.2. Repair Verification preference and procedure.
- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Severity Definitions Table

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

Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

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

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





Statement of Work

Technical Support Service

1.0 Description of Services

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

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

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

2.0 Motorola has the following responsibilities:

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

3.0 Customer has the following responsibilities:

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



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

Severity Definitions Table

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

Remote Technical Support Response Times Table

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

PRICING SUMMARY

COOK COUNTY P25 RADIO SYSTEM UPGRADES



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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PRICING SUMMARY

1.1 PRICING SUMMARY

Description	Contract Pricing	Total	Annual Maintenance Year 2	3 Year Maintenance	10 Year Maintenance	Description
Jail Infrastructure Upgrade	\$679,734.00	\$543,788.00	No Change in Maintenance	N/A	N/A	Covered under City of Chicago Contract 110054 PDF pgs. 84, 85, 89, 93, 94. Convert Jail to 12 TDMA DDM/TDMA Channels; Existing customer antenna equipment will be reused.
Cook County P25 Loyalty Discount	\$(67,973.00)	—	—	—	—	
Cook County Equipment Trade In	\$(67,973.00)	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$543,788.00	—	—	—	—	
Upgrade BDA Antenna Systems in Jail. Replacement of 17 jail BDA's including the replacement of antennas and lines. BDA's will be 700/800Mhz & TDMA compatible.	\$1,297,426.00	\$1,037,940.00	No Change in Maintenance	N/A	N/A	Covered under City of Chicago Contract 110054 PDF pgs. 84, 85, 89, 93, 94. Replacement of 17 jail BDA's including the replacement of antennas and lines. BDA's will be 700/800Mhz & TDMA compatible.
Cook County P25 Loyalty Discount	\$(129,743.00)	—	—	—	—	
Cook County Equipment Trade In	\$(129,743.00)	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$1,037,940.00	—	—	—	—	
P25 Simulcast Channel Additions (4 Channels South, 2 Channels North) Includes FCC licensing. Backhaul will be on existing Cook County Microwave network. Includes engineering structural analysis of towers but does not include tower remediation if needed.	\$3,975,540	\$3,577,986.00	\$30,960.00	\$95,694.26	\$314,525.92	
Cook County P25 Loyalty Discount	\$(397,554.00)	—	—	—	—	Covered under City of Chicago Contract 110054 PDF pgs. 84, 85, 89, 93, 94 Includes FCC licensing. Backhaul will be on existing Cook County Microwave network. Includes engineering structural analysis of towers but does not include tower remediation if needed.
Cook County Equipment Trade In – N/A	—	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$3,577,986.00	—	—	—	—	
MCC7500 Console Relocation & Addition for Des Plaines 911 Center Includes (3) additional MCC7500 console positions. Includes existing MCC7500 console relocation services when new Watson furniture is installed in the Des Plaines dispatch center.	\$274,746.00	\$219,798.00	\$2,774.52	\$8,746.67	\$34,910.85	
Cook County P25 Loyalty Discount	\$(27,474.00)	—	—	—	—	Covered under City of Chicago Contract 110054 PDF pgs. 84, 89, 93, 94. Includes (3) additional MCC7500 console positions. Includes existing MCC7500 console relocation services when new Watson furniture is installed in the Des Plaines dispatch center.
Cook County Equipment Trade In	\$(27,474.00)	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$219,798.00	—	—	—	—	
R56 Grounding Services for Maywood Site	\$92,693.00	\$74,155.00	N/A	N/A	N/A	
Cook County P25 Loyalty Discount	\$(9,269.00)	—	—	—	—	Covered under City of Chicago Contract 110054 PDF pgs. 84
Cook County Equipment Trade In	\$(9,269.00)	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$74,155.00	—	—	—	—	
Additional Partner Discount	\$(25,000.00)	—	—	—	—	
Infrastructure Grand Total	\$5,428,667.00	—	\$33,734.52	\$104,440.93	\$349,436.77	

1.2 SUBSCRIBER PRICING SUMMARY

Covered under City of Chicago Contract 110054 PDF pgs. 84, 92, 93.

Item	Qty	Nomenclature	Description	Unit List	Extended List
1	800	H98UCF9PW6N	APX6000 DIGITAL PORTABLE RADIO (Model 2.5)	\$4,316.94	\$3,453,552.00
2	100	M25KSS9PW1N	APX6500 VHF MID POWER DASH MOUNT MOBILE	\$2,806.54	\$280,654.00
3	110	H51UCF9PW6N	APX4000 DIGITAL PORTABLE RADIO MODEL 2	\$3,244.27	\$356,869.70
4	1	T7537B	KVL4000 PDA SNAP-ON	\$2,970.45	\$2,970.45
5	800	PMLN5324	LEATHER CARRY CASE W/2.75" SWIVEL	\$30.95	\$24,760.00
6	100	NNTN7065	MULTI UNIT CHRAGER	\$543.72	\$54,372.00
7	800	PMMN4062	IMPRES RSM, NOISE CANCELLING	\$73.83	\$59,064.00
8	110	WPLN4232	IMPRES SUC	\$43.47	\$4,781.70
9	2020	Service	PROGRAMMING FOR APX SUBSCRIBERS	\$60.00	\$121,200.00
10	1010	Service	ENGRAVING FOR APX SUBSCRIBERS	\$60.00	\$60,600.00
11	3	Service	TEMPLATE FOR APX SUBSCRIBERS	\$500.00	\$1,500.00
12	1	DSHPSUBLAPTOP	PROGRAMMING LAPTOP	\$1,985.00	\$1,985.00
13	1	RVN5224AB	APX MOBILE / PORTABLE CPS	\$399.00	\$399.00
14	1	Service	COMPUTER CONFIGURATION	\$1,727.00	\$1,727.00
15	100	H97TGD9PW1N	APX7000 DIGITAL PORTABLE RADIO (Model 3.5)	\$6,158.56	\$615,856.00
16	100	PMMN4060	APX 24" PUBLIC SAFETY MIC	\$113.16	\$11,316.00
17	100	PMAF4002	APX 700/800 MHZ STUBBY ANTENNA	\$8.28	\$828.00
18	100	WPLN7080	IMPRES SINGLE UNIT CHARGER	\$86.25	\$8,625.00
19	100	NNTN7034	IMPRES HIGH CAPACITY BATTERY	\$111.78	\$11,178.00
20	1		COOK COUNTY P25 LOYALTY DISCOUNT	(\$793.00)	(\$793.00)
GRAND TOTAL APX SUBSCRIBERS AND ACCESSORIES					\$5,071,444.85
PROJECT GRAND TOTAL:					\$10,500,111.85

1.3 PAYMENT SCHEDULE

Please see the following page for the Motorola Solutions Inc. payment schedule.

May 12, 2016
Use or disclosure of this proposal is subject to the restrictions on the cover page.

2 Pricing Summary

Cook County Sheriff's Department
Pricing Summary
PS-000046797

Motorola Solutions Confidential Restricted 

Exhibit B-2

PAYMENT SCHEDULE

For System Purchase:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 5% of the Contract Price due upon contract execution;
2. 20% of the Contract Price due upon shipment of equipment;
3. 60% of the Contract Price due upon installation of equipment;
4. 10% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

For Annual Maintenance Support Plan (based on initial System design)

Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution in accordance with the following schedule.

Year 1 \$ _____ in advance of the period of performance

Year 2 \$ _____ in advance of the period of performance

Etc.—Specify by year for the length of the Plan

CONTRACT DOCUMENTATION

COOK COUNTY P25 RADIO SYSTEM UPGRADES



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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PS-000046797

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Contract Documentation 1



CONTRACT DOCUMENTATION

Please see the following pages for the Communications System Agreement (CSA).



Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Pricing Summary" and "Payment Schedule"
B-1	"Pricing Summary" dated _____
B-2	"Payment Schedule" undated
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated _____
C-2	"Equipment List" dated _____
C-3	"Statement of Work" dated _____
C-4	"Acceptance Test Plan" or "ATP" dated _____
C-5	"Performance Schedule" dated _____
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions"
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges, and including _____ years of post warranty maintenance support ("Maintenance Support Plan").
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).



- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until completion of _____ years of Maintenance Support Plan.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other

information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services not included in the _____ years of Maintenance Support Plan for the Equipment after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to the _____ years of Maintenance Support Plan and those other maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract and the annual payments can be processed solely against this contract.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. A Pricing Summary is included with the Payment Schedule in Exhibit B. The System price is \$_____ and the _____ year Maintenance Support Plan price is \$_____, based on initial System design. Motorola has priced the services, Software, and Equipment as an integrated system. A change in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is

predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.



9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.**

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing

and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3. **CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises

this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

12.4. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of service payments for the original Term. Annual discounts for the Term can be found on the Pricing exhibit.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs,

specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.



Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Law Department
1303 East Algonquin Road, 8th Floor

Customer
Attn: _____

May 12, 2016
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Cook County Sheriff's Department
Contract Documentation
PS-000046797



Schaumburg, IL 60196
fax: (847) 576-0721

fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open

Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's

processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.



8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement,

or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Exhibit B-1
PRICING SUMMARY

Exhibit B-2

PAYMENT SCHEDULE

For System Purchase:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 5% of the Contract Price due upon contract execution;
2. 20% of the Contract Price due upon shipment of equipment;
3. 60% of the Contract Price due upon installation of equipment;
4. 10% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

For Annual Maintenance Support Plan (based on initial System design)

Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution in accordance with the following schedule.

Year 1 \$ _____ in advance of the period of performance

Year 2 \$ _____ in advance of the period of performance

Etc.—Specify by year for the length of the Plan



Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

Exhibit D

SERVICE STATEMENT(S) OF WORK AND SERVICE TERMS AND CONDITIONS

List applicable service SOWs

May 12, 2016
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

24 *Contract Documentation*

Cook County Sheriff's Department
Contract Documentation
PS-000046797

Motorola Solutions Confidential Restricted



SERVICE TERMS AND CONDITIONS

Motorola Solutions, Inc. ("Motorola") and the customer named in the Communications System Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to Maintenance Services provided in accordance with the Statements of Work included in Exhibit D of the Communications System Agreement to which these terms and conditions are attached.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions and the other attachments in Exhibit D of the Communications System Agreement, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over the other attachments in Exhibit D.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

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

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in Exhibit B of the Communications System Agreement to which these terms and conditions are attached.

Section 4 SCOPE OF SERVICES

- 4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.
- 4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- 4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- 4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.



Section 5 EXCLUDED SERVICES

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

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

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

Section 8 PAYMENT

Motorola will invoice Customer for the multi-year maintenance package of Services in accordance with Exhibit B-2 of the Communications System Agreement. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

10.4. If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term. Annual discounts for the Term can be found on the Pricing exhibit.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

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

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5%

May 12, 2016
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Cook County Sheriff's Department
Contract Documentation
PS-000046797



during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Exhibit E
SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX

COOK COUNTY P25 RADIO SYSTEM UPGRADES



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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PS-000046797

APPENDIX

Motorola has included the following documentation in this section:

- Example Change Order Form





CHANGE ORDER

00x

Change Order No. _____

Date: _____

Project Name: _____

Customer Name: _____

Customer Project Mgr: _____

The purpose of this Change Order is to:

Contract # _____ Contract Date: _____

In accordance with the terms and conditions of the contract identified above between *(Insert Customer Name)* and Motorola, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$
Previous Change Order amounts for Change Order numbers <input type="text"/> through <input type="text"/>	\$
This Change Order:	\$
New Contract Value:	\$

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	



CHANGE ORDER 00x

Changes in Equipment:		
Add/Delete:		
<u>Qty</u>	<u>Model Number</u>	<u>Description</u>

Changes in Services:

Schedule Changes:

Pricing Changes:

Customer Responsibilities:

Payment Schedule for this Change Order:



CHANGE ORDER 00x

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola, Inc.

Customer

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Reviewed by: Motorola Project Manager Date: _____

Attachment 2

Department of Homeland Security and Emergency Management MCC 7500 Dispatch Consoles proposal
dated April 4, 2016

MCC 7500 DISPATCH CONSOLES



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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Control No. PS-000061533



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SYSTEM DESCRIPTION

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93, and 94.

1.1 MCC 7500 DISPATCH BACKUP CONSOLES

In response to the Cook County DHSEM request for a back console, the MCC 7500 Console Solution has been proposed. The MCC 7500 Console Dispatch positions will be connected to the STARCOM21 network's core in Zone 5. As a backup, the console positions will be directly connected to four APX 7500 consolettes through an Enhanced CCGW gateway; in addition, they will share three other APX 7500 Consolettes with the MCD 5000 System.

Motorola's MCC 7500 Dispatch Console is Motorola's mission-critical IP high-tier radio dispatch console system. The MCC 7500 Dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows operating system, utilizing the industry-standard PC platform. MCC 7500's highly recognizable icons are designed to reduce user training time and allow dispatchers to manage information more productively.

Designed for effective, flexible dispatch communications, the MCC 7500 Dispatch Console can provide a range of valuable features:

- Seamless integration with ASTRO 25 Trunking systems.
- IP Network – MCC 7500 supports the IP protocols of the ASTRO 25 system's transport network.
- End-to-End Encryption – Encryption and decryption occurs in the dispatch consoles, allowing true end-to-end encryption in the radio system.
- Centralized System Management – the MCC 7500 console system is configured and managed by the ASTRO 25 system's configuration manager, fault manager and performance reporting applications.
- User-Friendly – MCC 7500's environment features the familiar standards used by other Windows programs, worldwide.
- Screen layout, menus and icons are easy to understand and quickly recognizable.
- Each dispatcher's configuration can be customized via the Elite Admin application.
- Elite Dispatch GUI uses a simple point-and-click response. The dispatcher has the choice of using a mouse, trackball or optional touch screen and the keyboard is not required for day-to-day operations.
- Agency Partitioning – Allows multiple agencies to use a common system while maintaining control over their console resources.

Dispatch Console PC: The dispatch console hardware is based on a commercially available personal computer using Microsoft Windows as the operating system. The dispatch console software uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatcher. The Elite Dispatch GUI is efficient, easy to use, and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.



Figure 1:1 MCC 7500 Elite Dispatch GUI illustrates an example of the Elite Dispatch GUI.

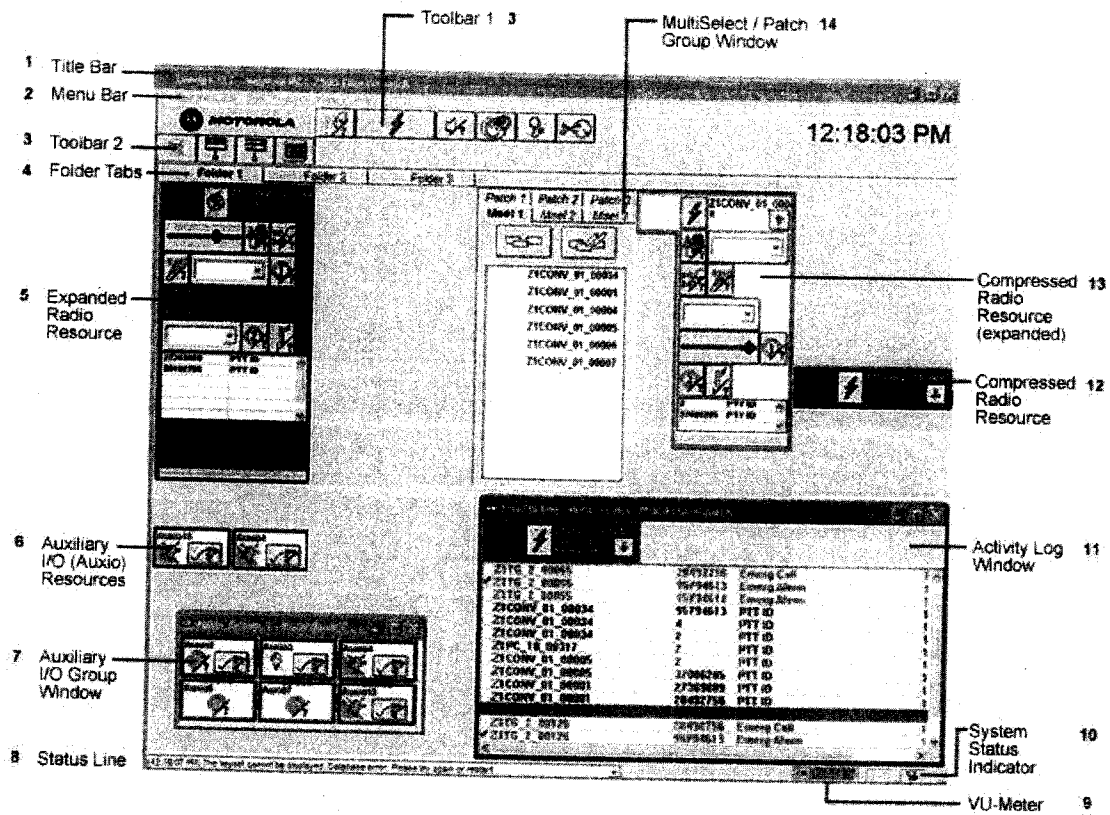


Figure 1-1: MCC 7500 Elite Dispatch GUI

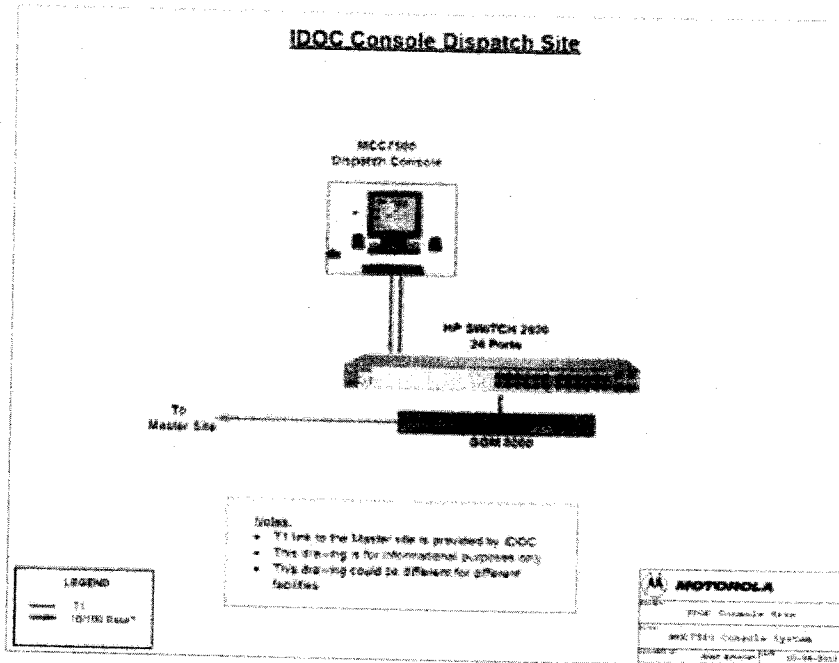


Figure 1-2: Block Diagram of MCC 7500 Console Site

1.1.1 Shared APX 7500 Configurations

In response to the Cook County DHSEM request to share three APX 7500 Consolettes at Oak Forest location between the four OPs and the MCD 5000 System, Motorola Solutions has proposed a special configuration to do that.

Configuration Features

- Allows the ACIM interface (OP) to be enabled at the same time as the MCD 5000 IP interface.
- The ACIM interface is the “primary” interface; the MCD 5000 interface may be considered a “secondary” or “backup” interface.
- Both the ACIM and MCD 5000 interfaces are full featured – there is no limiting when both are enabled.
- Compatible with both full-featured and blank front panel Consolette models.
- Receive audio and tone audio is routed to both interfaces always.
- ACIM and Deskset PTTs are both always available (there is no priority).
- If the ACIM and Deskset PTTs are pressed simultaneously the transmit audio from both sources are combined (analog summing) at the Consolette and routed to the transmitter as well as the other local audio paths (recorder, local speaker, etc).

Note: Unintelligible audio may be the result if the two users are PTT'd and talking at the same time.

Audio Control: The following table shows how the audio control can be done using this configuration:



Route Transmit Audio to Remote Enabled				Route Transmit Audio to Remote Disabled		
	Local Spkr	MCD 5000 Spkr	Consoles pkr	Local Spkr	MCD 5000 Spkr	Console Spkr
Local Mic	X	YES	YES	X	X	X
MCD 5000	YES	X	YES	YES	X	X
ACIM Console Mic	YES	YES	X	YES	X	X

Emergency Alarm

All received Emergency Alarms are routed to both interfaces.

If both interfaces are enabled and only one link is active/connected, then the Emergency Alarm ACK from the connected interface will be processed. If both the ACIM and MCD 5000 interfaces are active/connected then only the Emergency Alarm ACK from the ACIM interface will be processed.

Note: The ACIM link to the CCGW may be active, but the link to the Console may be down OR a Console resource may be assigned to a Console – in this case the Emergency Alarm will not be ACKed.

Parallel Control

- Changes made at the ACIM Console to Channel/Frequency select and secure mode select will be reflected at the MCD 5000 Deskset's emulated control head display and will be obvious to the Deskset user.
- Channel and Secure mode changes made at the MCD 5000 Deskset will not be reflected at the ACIM Console resource.
- "Positive mode" operation at the ACIM Console will prevent any console operations from occurring on the wrong mode; however, users should be aware of that mismatched states and other interactions may occur between the ACIM and MCD 5000 users.
- If the remote user performs a push-to-talk (PTT) while the local user is already keyed, the remote user's audio will be transmitted only if the remote user's channel encryption state and encryption key (CKR) align with that selected by the local user. If the remote user requested a PTT on a different channel than what was selected by the local user, the Console will dekey, change channels and a "bad" alert tone will be heard by both users until both PTTs are released. If the remote user requested a PTT with a different encryption state than what was selected by the local user, the Console will dekey, change encryption state and a "bad" alert tone will be heard by both users until both PTTs are released. If the

remote user requested a PTT with a different encryption key (CKR) than what was selected by the local user a "bad bonk" tone will be heard for the duration of the remote PTT press.

- If the remote user attempts to change channels while the local user is keyed, the Consolette will dekey, change channels and a "bad" alert tone will be heard until the local user releases the PTT.
- If the remote user attempts to change the state of encryption while the local user is keyed, the Consolette will dekey, change encryption state and a "bad bonk" tone will be heard until the local user releases the PTT.
- If the remote user attempts to change the encryption key (CKR) while the local user is keyed, the Consolette will generate a momentary "bad bonk" tone to indicate that the encryption key was not changed.
- If the local user performs a PTT while the remote user is already keyed, the local user's audio will be transmitted on the channel that the remote user has selected with the encryption state and encryption key (CKR) that the remote user has elected.
- If the local user attempts to either change channels or the state of encryption while the remote user is keyed, the Consolette will dekey and a "bad" alert tone will be heard until the remote user releases the PTT.
- The local user is prohibited from changing the encryption key (CKR) while the remote user is keyed.

1.1.2 MCC 7500 System Diagram

Please refer to the following figure for the basic block diagram of implementing the new MCC 7500 Consoles in Oak Forest location:



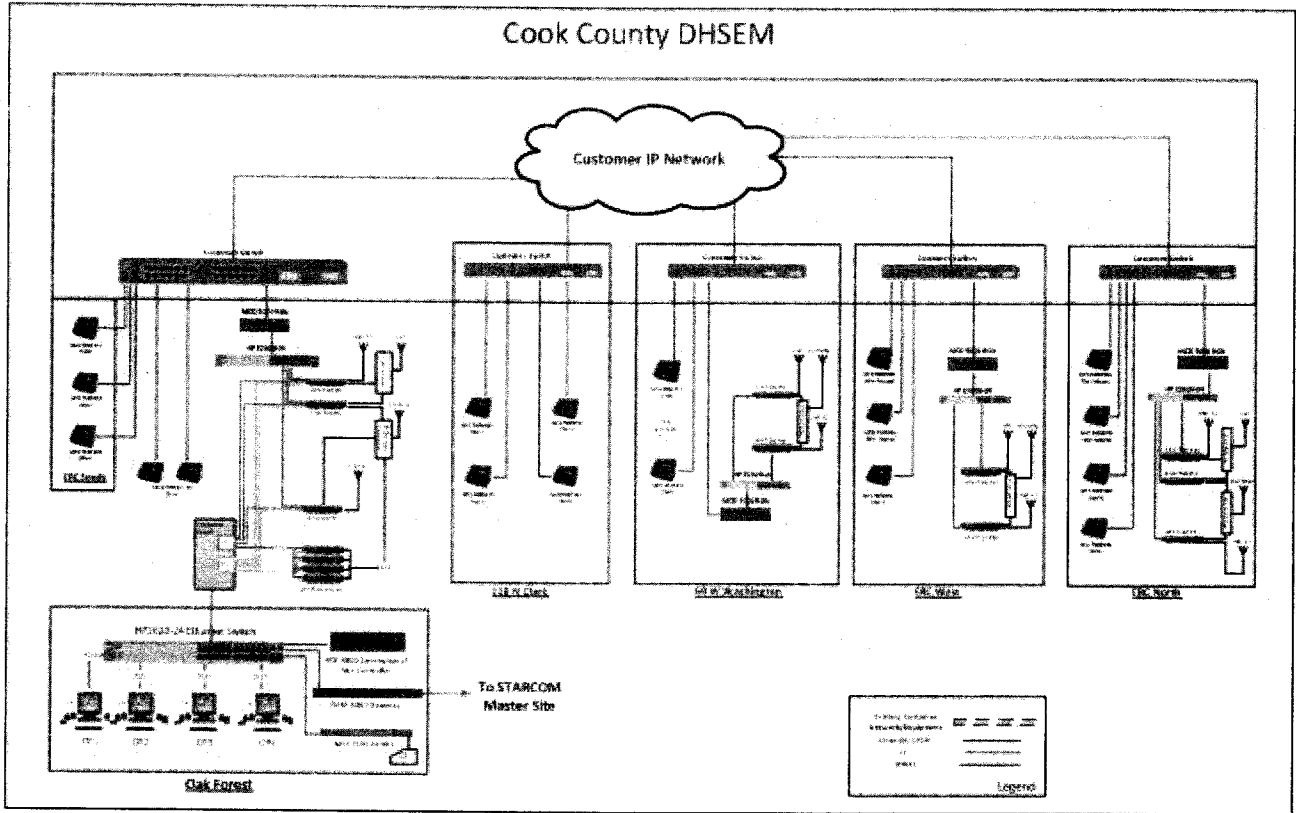


Figure 1-3: System Connection Diagram for the new MCC 7500 Consoles

1.1.3 MCC 7500 System Components

The four MCC 7500 console operator positions will be installed at the Oak Forest location.

- One GGM8000 Gateway.
- One Enhanced Conventional Gateway (CCGW).
- One GCP8000 Conventional Site Controller.
- One HP 2620-24 Ethernet Switch.
- One SDM3000 AUX I/O with Punch Block.
- Four APX 7500 Single-Band Consolettes (700/800 MHz).
- MCC 7500 Operator Positions:
 - One MCC 7500 ASTRO25 Software.
 - One MCC 7500 Console License.
 - Four Voice Processor Module.
 - Four Workstations.

- Eight Desktop Speakers.
- Four Gooseneck Microphones.
- Eight Headset Jacks.
- Eight Single Muff Headsets.
- Eight HDST Module Base w/PTT, 15' Cable.
- Four Tech Global 19" LCD Non-Touch Black Monitors.
- Four McAfee Windows AV client licenses.
- One Four-Port KVM Switch.

1.1.4 MCC 7500 Design Assumptions

Motorola has made several assumptions in preparing this proposal:

Cook County DHSEM is responsible for providing primary and backup power for all equipment.

Cook County DHSEM will offer a (T1) link from Oak Forest location to STARCOM21 Master Site Zone 5.

Cook County DHSEM will provide network connectivity between the room in which the OP's will be installed and the room that will have the new racks and radio equipment.

Single Muff headsets have been quoted for the OPs. Double Muff headsets can be quoted instead upon Cook County DHSEM request.

1.2 MCD 5000 SOLUTION

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93, and 94.

In response to the Cook County DHSEM request, the MCD 5000 Deskset System has been proposed. The MCD 5000 Deskset System along with the APX 7500 Consolettes will be used to satisfy your communication needs. The proposed solution will provide Cook County DHSEM the capability of TDMA communication.

The MCD 5000 Deskset System is Motorola Solutions next generation radio dispatch Deskset platform that will interface to legacy Motorola radios, including the XTL 5000 Consolette (W9) and the APX 7500 Consolette with release (R2.0). The design of the MCD 5000 is a complete refresh of the Deskset platform and uses VoIP (Voice over IP) technology.

The MCD 5000 Deskset System is directed for customers like: Federal, State & Local, and Commercial that utilize radio dispatch desk sets to interface to Motorola Consolettes either controlling conventional radio channels directly from the Deskset or support a wireless console interface on trunking radio systems.

The MCD 5000 Deskset System solution uses a new or existing IP network allowing remote control of 2-way radios located elsewhere on the network. Each MCD 5000 Deskset user can dynamically select a radio to control and have a range of capability from simple talk/listen through complete radio feature access. The 2-way radio connects to the IP network through a MCD 5000 Radio Gateway Unit (RGU) that allows from 1 to 4 radios to be connected to a single MCD 5000 RGU.



Using IP to connect the MCD 5000 Deskset to the MCD 5000 RGU / 2-way radio is very appealing as it saves time and money, with the added benefit of flexibility. Time and money are saved since, in most cases, existing IP infrastructure is already in place. In addition, money is saved as the reoccurring cost of leased phone lines is eliminated. Flexibility is added by the fact that the MCD 5000 Deskset can be moved at any time from one location to another where the IP network connection exists.

The MCD 5000 Deskset provides the operator/user with several analog audio accessories (handset, headset, desktop paddle microphone, and footswitch) to choose from to get the desired audio into the deskset. The voice received by the MCD 5000 Deskset is converted to VoIP packet data and sent over the IP network to the selected MCD 5000 RGU. The MCD 5000 Deskset also provides virtual control head capability for display updates and button presses.

The following radios can be controlled via the R2.1 MCD 5000 Desksets:

- ASTRO Consolette (W9): ASTRO Spectra, ASTRO Spectra Plus, XTL 5000.
- CDM Series Radios: CDM 1550, CDM 1550 LS, CDM 1550 LS+.
- MCS 2000 Model III Control Station.
- APX 7500 Consolette.
- TRC devices.

1.2.1 MCD 5000 Deskset

MCD 5000 is a desktop console that provides digital control to a variety of Motorola radios. The MCD 5000 Deskset may connect directly to a radio or it may connect to a selected radio over an IP network via the MCD 5000 RGU. Through the digital control link the Deskset can support all the functions that can be performed using the radio control head.

There are three levels of MCD 5000 Users with privileges to logon to the MCD 5000 Desksets in a system: Dispatcher Administrator, Dispatcher Supervisor, and Dispatcher.



Figure 1-4: MCD 5000 Deskset

The MCD 5000 Deskset has a built in condenser microphone, an internal speaker and comes standard with a K-style handset that includes a Push-To-Talk (PTT) button.

In addition, each MCD 5000 Deskset is capable of supporting the following audio accessories:

- One PTT Footswitch.
- One Desktop Paddle Microphone.

Note: These accessories have not been quoted, but can be included upon request.

Each MCD 5000 Deskset is capable of supporting a single PTT Footswitch. The PTT Footswitch contains two pedals. One pedal, is used for the general transmit feature while the other pedal, is used for the monitor feature. The PTT Footswitch can be permanently fastened to the floor if desired. The figure below shows a picture of the PTT Footswitch.

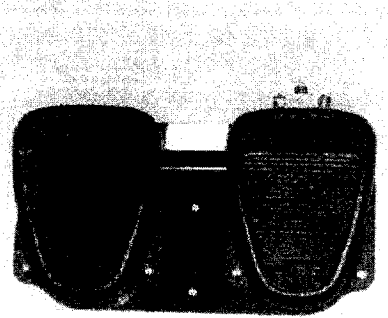


Figure 1-5: PTT Footswitch

Each MCD 5000 Deskset is capable of supporting a single Desktop Paddle Microphone. The desktop paddle microphone contains two buttons. One button controls the General Transmit feature and the other controls the Monitor feature. The figure below shows a picture of the Desktop Paddle Microphone.

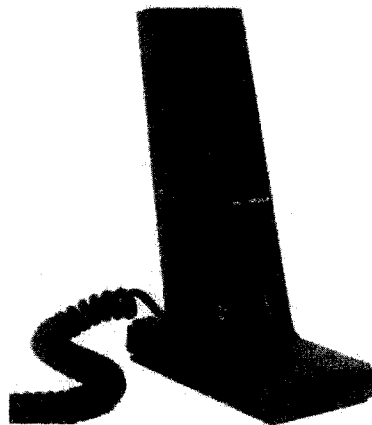


Figure 1-6: Desktop Paddle Microphone

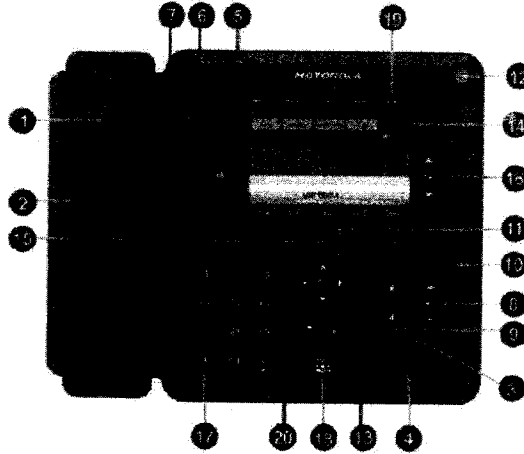


Figure 1-7: MCD 7500 Deskset

10	Speaker Button	Toggles the internal speaker on or off allowing the MCD 5000 Deskset user to turn on the internal speaker as additional audio source to the headset or the handset. The Speaker Button operation has a corresponding indication LED. Internal green LED indicates the internal speaker is turned on.
11	Navigation Keys	For browsing through menus.
12	Emergency Button	For activating an Emergency Outbound function from the MCD 5000 Deskset.
13	Menu Button	Toggles upper soft keys between "MCD 5000 Deskset Home Screen" and "Emulated Radio Screen".
14	LCD display	For displaying: digital radio messages or test and configuration messages, radio icons, soft keys and VU meter readings.
15	Radio Soft keys (Radio Function Buttons)	Radio programmable buttons or radio soft keys buttons.
16	Mode Up and Mode Down Buttons	For moving up and down through the MCD 5000 Deskset or radio menu of modes, channels or functions that appear on the LCD display. Used as page up/down button to review logs on the MCD 5000 Deskset screen (not active MCD 5000 Deskset Home Screen).
17	Keypad	For emulating the keypad of the radio and entering numbers to operate the MCD 5000 Deskset functionality.
18	Base Intercom Button & LED	Toggles the Base Intercom on or off. Base Intercom Button allows direct communication between parallel MCD 5000 Deskset users that are connected to the same radio in the system without transmitting over the radio channel. The Base Intercom button has an internal LED. The green LED indicates incoming transmission and red LED indicates outgoing transmission.
19	MCD 5000 Deskset Soft keys (MCD 5000 Deskset Function Buttons)	Programmable buttons for MCD 5000 Deskset-specific (not radio) functions.
20	Home Button	Emulates the "Home Key" on a given radio.

Figure 1-8: Legend of MCC 7500 Deskset

Note: The MCD 5000 Deskset and the MCD 5000 RGU are not equipped with an ON-OFF switch or Reset button. Resetting a unit is done by disconnecting and reconnecting the units to the DC power.

MCD 5000 Remote Gateway Unit

MCD 5000 RGU is used to connect radios to the MCD 5000 Deskset System. Each MCD 5000 RGU can interface up to 4 radios to the MCD 5000 Deskset System IP network. A MCD 5000 Deskset user can create a talkpath over the IP network to a radio resource connected to the MCD 5000 RGU. The MCD 5000 Deskset can only connect to and monitor one radio channel at a time.

The MCD 5000 RGU is 1U in height and has a width that allows 2 units to be installed side-by-side in a 19 in rack-mount shelf. The product is housed in a metallic case and has no operating buttons. All functional LEDs are on the front panel.



Figure 1-9: Configuration Tool (CT)

The CT is a Windows based utility that is used to configure all parameters and settings of the MCD 5000 Deskset and the MCD 5000 RGU. The CT can be located remotely anywhere on the IP network or locally to the MCD 5000 Deskset or MCD 5000 RGU by using an Ethernet connection.

1.3 APX 7500 CONSOLETTTE

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93, and 94.

The APX™ Series is Motorola's latest generation of Project@ 25 digital radios, and will provide Cook County DHSEM first responders with seamless, high quality communications that withstand the most demanding of environments.

Specially designed for public safety users, Motorola's APX™ series of subscribers delivers exceptional performance by combining advanced voice and data technology with legendary Motorola quality. Described below are just a few value added features.

Technology Rich: The APX™ Series radios are designed with advanced hardware components that allow for the following features:

- **Multiple Protocols:** The APX™ Series radios support Analog, Digital Conventional, SMARTNET, SmartZone, P25 Phase 1 FDMA, and is software upgradeable to P25 Phase 2 TDMA.
- **Seamless Scan:** Seamless scanning of multiple protocols including FDMA and TDMA systems.
- **Advanced Encryption:** The APX™ Series radios come standard with FIPS 140-two Level 3 certified encryption for secure communications with greater security in a tamperproof solution.
- **Advanced Software Features:** The advanced software features listed below allow for easy and efficient usability and configuration of the subscribers.

- **Intelligent Lighting:** Intelligent lighting uses color to notify the user of the radio mode, potential emergencies, or specific events. Color alerts provide information at a glance.
- **Radio Profiles:** Radios can be configured with multiple user-selected or automated operating behaviors such as audio level, lighting and tones. Whether on surveillance or working in bright sunlight, the user can customize settings as needed.
- **Unified Call List:** Consolidates all call lists underneath one unified list. Users can easily access all information associated to a particular contact.
- **Advanced Data Capabilities:** With Integrated Voice & Data (IV&D) APX can be utilized for various applications.
- **Programming over Project 25 (POP25):** Motorola's POP25 solution allows subscriber radios to be programmed over the air via the ASTRO 25 systems while remaining in the field.

Motorola's APX™ Series is the industry's leading Project 25 digital radios. Utilizing leading edge technology and innovative designs to offer the most rugged and interoperable portable and mobile radios Motorola manufactures and is the preferred radio for the public safety users who require high performance, quality, and reliability in everyday operation.

APX 7500 Mobile Console

Motorola's APX 7500 tier also offers Console solution that encompasses the high-tier mobiles features but designed in a specialized housing with built-in power supply.

They are ideal for local law enforcement, utility, and transportation users who need a low cost desktop-based control station or wireless dispatch solution.

These consolets can also be used as an emergency backup station, a low-cost dispatch center for local agencies, and as a fire station alerting system. They are offered in both local and digital remote control configurations.

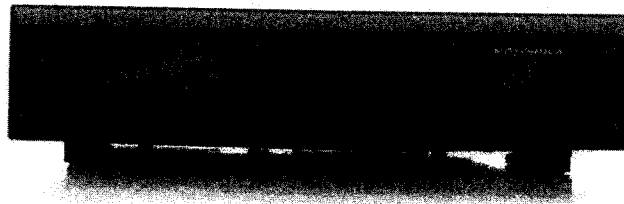


Figure 1-10: APZ

The APX Console provides the high tier features of the APX 7500 mobile in a housing with built in power supply. It is ideal for Cook County DHSEM users who need a low cost desktop-based control station or wireless dispatch solution. This console can also be used as an emergency backup station, a low-cost dispatch center for local agencies, and as a fire station alerting system. It is offered in both local and digital remote control configurations.

Features of the APX Console include:

- VHF, UHF:R1&R2, 7/800MHz frequency bands.
- Local Control, Tone Remote Control and Legacy Console Control (ACIM).

- FCC, Industry Canada, and UL Certifications.
- All Programming / Keyloading external to housing.
- Numeric keypad integral to front housing.
- LCD for VU Meter, Clock.
- Recorder, Crosspatch functionality, Audio PA system, accessory equipment interfaces.
- 110/220 VAC operation with automatic battery revert.

1.4 NETWORK REQUIREMENTS

The Cook County DHSEM's IP network will be used as the backhaul between all MCD 5000 desksets and the APX 7500 Consolettes. The requirements for the Cook County DHSEM network are:

- IPv4 addressing scheme.
- Supply static IP address for MCD 5000 Desksets and RGUs within the customer network.
- Packet delay less than 300msec between RGU and Desksets at each location.
- Packet jitter less than 50msec between RGU and Desksets at each location.
- Packet loss less than 2% between RGU and Desksets at each location.

Bandwidth Requirements

Each deskset can utilize up to (81.6 kbps), therefore, the required bandwidth depends on the usage of the desksets at each location. For example: At (118 N Clark) location, if the four desksets are using the network at the same time, the utilized bandwidth can be up to (326 kbps). However, at the other locations, the APX 7500 Consolettes also utilize bandwidth; up to (15) desksets can be listening to one consolette, but only one deskset can transmit per time. For example, Oak Forest (ERC South) location has (18) desksets, that can utilize up to (1.43Mbps), in addition to (3) APXs that can utilize up to (3x2 Mbps), therefore, in the worst case scenario, the maximum bandwidth required to maintain the best audio quality in Oak Forest location would be (7.43 Mbps).

When the network requirements are not met, audio quality is degraded. Reliable system operation and delivered voice quality cannot be guaranteed if the network performance does not meet these requirements.

Note: Each deskset will be provided with a 100 Ethernet cable to be connected directly or through a wall jack to the network switch. However, it is Cook County DHSEM's responsibility to provide longer cables if needed, within the limit of Ethernet cabling which is 100m (328ft).

1.5 MCD 5000 SYSTEM DIAGRAM

Please refer to the following figure for the basic block diagram of implementing the new MCD 5000 Solution on the Cook County DHSEM network.

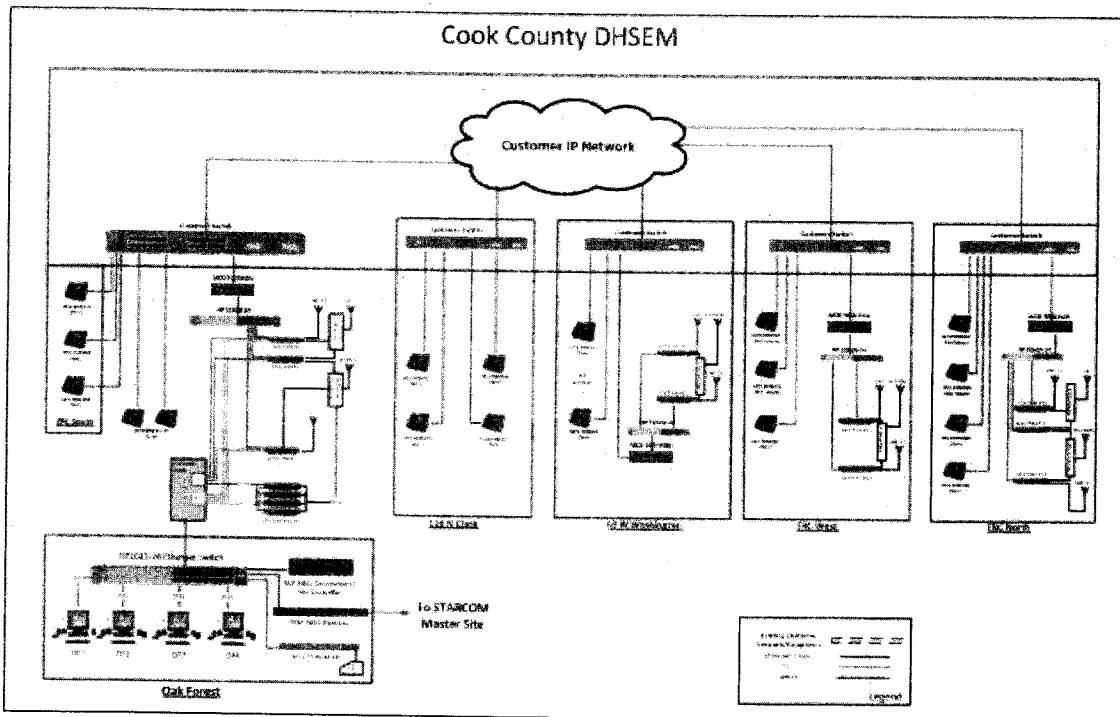


Figure 1-11: MCD 5000 System Diagram

1.6 MCD 5000 SYSTEM COMPONENTS

Our proposed MCD 5000 Deskset Solution for Cook County includes the following summary of equipment:

Oak Forest and ERC South (MCD 5000 Solution's Equipment Only)

- Eighteen MCD 5000 Desksets.
- Eighteen Ethernet Cable 10.'
- Two Wall Mount Kit.
- One MCD 5000 Deskset Radio Gateway Unit (RGU) with rack mount panel.
- One Ethernet Cable 10 ft.
- One Power Supply with Power Cord.
- One HP Network Switch.
- One MCD 5000 Configuration Tool software.
- One APX Programming Cable.

- One APX Programming Software.
- Three APX 7500 Console – Dual Band.
 - 800MHz and VHF.
 - 800MHz and UHF:R2.
 - VHF and UHF:R1.
- Four Antennas used for the different bands previously mentioned.
- Two Combiners:
 - Short Haul 8-Channel combiner.
 - Short Haul 4-Channel combiner.
- Four Transmission Lines with the required connectors, ground kits, and accessories.
- One 71/2' Rack with its required accessories.
- Two 120 V Rack Mount Surge Protection.

69 W. Washington

- Twelve MCD 5000 Desksets.
- Twelve Ethernet Cable 10'.
- One MCD 5000 Deskset Radio Gateway Unit (RGU) with rack mount panel.
- One Ethernet Cable 10'.
- One Power Supply with Power Cord.
- One HP Network Switch.
- Two APX 7500 Console – Dual Band.
 - 800MHz and VHF.
 - 800MHz and UHF:R2.
- Three Antennas used for the different bands previously mentioned.
- One Short Haul 4-Channel combiner.
- Three Transmission Lines with the required connectors, ground kits, and accessories.
- One 71/2' Rack with its required accessories.
- One 120 V Rack Mount Surge Protection.

118 N. Clark

- Four MCD 5000 Desksets.
- Four Ethernet Cable 10'.

ERC West

- Three MCD 5000 Desksets.



- Two Wall Mount Kit.
- Three Ethernet Cable 10'.
- One MCD 5000 Deskset Radio Gateway Unit (RGU) with rack mount panel.
- One Ethernet Cable 10'.
- One Power Supply with Power Cord.
- One HP Network Switch.
- Two APX 7500 Consolette – Dual Band.
 - 800MHz and VHF.
 - 800MHz and UHF:R2.
- Three Antennas used for the different bands previously mentioned.
- One Short Haul 4-Channel combiner.
- Three Transmission Lines with the required connectors, ground kits, and accessories.
- One 71/2' Rack with its required accessories.
- One 120 V Rack Mount Surge Protection.

ERC North

- Four MCD 5000 Desksets.
- Two Wall Mount Kit.
- Four Ethernet Cable 10'.
- One MCD 5000 Deskset Radio Gateway Unit (RGU) with rack mount panel.
- One Ethernet Cable 10'.
- One Power Supply with Power Cord.
- One HP Network Switch.
- Three APX 7500 Consolette – Dual Band.
 - 800MHz and VHF.
 - 800MHz and UHF:R2.
 - VHF and UHF:R1.
- Four Antennas used for the different bands previously mentioned.
- Two Short Haul 4-Channel combiner.
- Four Transmission Lines with the required connectors, ground kits, and accessories.
- One Seven And a Half Foot Rack with its required accessories.
- One 120 V Rack Mount Surge Protection.

Note: The ERC North building is not currently connected to the radio shelter. The APX 7500 Consoles will be installed in the radio shelter and the Desksets will go in the ERC North building. The DHSEM is looking into the possibility of trenching Ethernet cables between the two locations. An optional PTP quote has been included as another possibility for connectivity between the radio shelter and ERC North building.

1.7 MCD 5000 DESIGN ASSUMPTIONS

- Cook County DHSEM is responsible for providing primary and backup power for all equipment.
- The Cook County DHSEM network switches are all PoE (Power Over Ethernet) Capable and should meet the 802.3af Standard for Powered Desksets class 0. (12.5 W Max).
- Each deskset will be provided with a 10ft Ethernet cable to be connected directly or through a wall jack to the network switch. However, it is Cook County DHSEM's responsibility to provide longer cables if needed, within the limit of Ethernet cabling which is 100m (328ft).
- The new MCD 5000 Solution will use the customer's IP network as a backhaul; therefore, Cook County DHSEM will provide network connectivity to all the locations described in the system.
- The transmission line lengths have been estimated roughly, therefore, the correct lengths for those transmission lines can be decided after walking the sites or getting this information from Cook County DHSEM.
- The existing customer switches will have enough available plugs for the new devices; see the previous system diagram for more information about the number of required plugs.

1.8 BI-DIRECTIONAL AMPLIFIER

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93, and 94.

Motorola is also proposing turn-key solution for a new bi-directional amplifier (BDA) at the Oak Forest Hospital, located at 15900 S. Cicero in Oak Forest. This will enhance the coverage at the lower level of the north building and tunnel, and the 1st floor south building and connecting corridor.

1.9 OPTIONAL PREMIERE ONE CAD

Covered under City of Chicago Contract #110054 - PDF pages 85 and 93.

1.9.1 Proposed Solution Design

The solution being provided for the Cook County DHSEM provides access to the PremierOne CAD system being hosted by the Cook County Sheriff's Office (System Owner) in Des Plaines, Illinois. Motorola will require cooperation and agreement from the System Owner prior to Motorola providing client access to the PremierOne system for Cook County DHSEM. By utilizing the Cook County existing PremierOne Core, Cook County DHSEM will experience the following benefits:

- Improved Interoperability with Cook County Participating Agencies.
- Reduced Financial Expenditures for PremierOne CAD Server Software Licensing.



- Reduced Financial Expenditures for Operating Hardware.
- Reduced Financial Expenditures for Maintenance and Support.

Cook County DHSEM will need access to the Cook County Wide Area Network (WAN) to use the PremierOne CAD system. Cook County DHSEM is responsible for working with the system owner on the provisioning/configuration of the PremierOne CAD users that will be utilized by DHS. Examples of provisioning will be configuration of the appropriate agency ORI for obtaining NCIC and NLETS query responses.

The following applications are included in our base proposal:

- PremierOne™ Licenses and Installation.
 - This proposal is for 4 PremierOne CAD with AVL client licenses to be added on to the current PremierOne CAD environment hosted by the Cook County Sheriff's Office.

1.9.2 PremierOne CAD with AVL

Because efficient communications coordination is key for effective use of field resources, Motorola has designed our multimedia PremierOne CAD application to be the central convergence point for communications from multiple sources and systems, mission-critical information and resource management.

PremierOne CAD helps agencies improve response times, efficiently allocate resources and better inform first responders. PremierOne CAD, a dynamic and intuitive application, utilizes its common services platform to compile and display precise data specific to an agency's workflow.

PremierOne CAD is proven software to manage multiple communications centers, manage multiple agency types, and multiple agencies within agency types. Sophisticated security controls provide the ability to access and control necessary information and features without jeopardizing the integrity and protection of data.

The ability for users to perform functions using a variety of methods allows an easy transition from existing application to PremierOne CAD. Users can perform commands and functions whether using a mouse, command lines, function keys, short cuts or user definable right click menus.

The highly customizable user interface offers quick access to information via a true location-based, ESRI standard GIS-data map. This powerful GPS-aided resource management tool displays the pinpoint location and identity of GPS equipped vehicles and personnel—enabling a more efficient and coordinated response while supporting officer safety.

1.9.1 Technical Assumptions and Design Requirements

- Motorola's proposal is for the PremierOne CAD client software and installation only.
- Cook County DHSEM will supply workstation hardware, operating systems, and all other desktop software.
- Motorola's proposal includes the use of the Cook County PremierOne Core and will require authorization from Cook County to operate on this network.
- Motorola's proposal does not include any provisioning of the PremierOne CAD client licenses being provided. Any provisioning required will be performed by Cook County System Administrators.
- Motorola's proposal does not include any additional interfaces or 911 services. As part of this project Cook County DHSEM workstations will have access to LEADS / NCIC. Cook County DHSEM will need to work with the System Owner to establish provisioning or agency configuration to gain access to LEADS/NCIC.
- Provide network connectivity to workstations as specified in the network requirements section of this document.
- Provide access, administrative or otherwise, to appropriate systems, locations, information, tools, and equipment to ensure proper connectivity, installation, operations, and maintenance of the system.
- Provide any software as required for anti-viral, anti-malware protection by Cook County DHSEM for installation on the system. If the software requires connectivity to a central server for maintenance and updates, the connectivity including ports and access needs to be provided.
- PremierOne is running at a minimum version of 3.3.
- Motorola's proposal has been sized based on the following usage scenario, this may differ from the license count provided:
 - 4 PremierOne CAD Client Licenses.

1.9.3 Network Requirements

Motorola's proposed solution requires the TCP/IP protocol for connectivity. All proposed servers and workstations will connect to System Owner's existing network. Cook County DHSEM will need to provide access to facilities and a dedicated resource knowledgeable on the agency's WAN/LAN. Network bandwidth has been determined by the transaction volume and size of incidents and records.

PremierOne is dependent on the System Owner's LAN for client workstation performance. The estimated network requirement per CAD client with typical usage is 0.4Mbps – 0.8Mbps. Peak load events (e.g. login) require higher bandwidth and higher bandwidth will generally be required for sites with higher quantities of users and higher frequency data intensive operations. Network latency plays a key role in the responsiveness of CAD client operations. PremierOne has been designed for optimal use on a local network environment where latency is very low (1ms round-trip). For this reason, it is important that efforts be made to provide the lowest latency possible between the PremierOne CAD servers and each PremierOne CAD client. Motorola's recommendation is that latency be as low as possible and no greater than 20ms round-trip.



1.9.3.1 Network Bandwidth Calculations

The following table provides an overview of the network requirements of the PremierOne CAD system. This does not capture every aspect of the network and is meant to act as a guide for the agency to assist with planning of their network infrastructure. This calculation only provides for the additional licenses included in this proposal.

Table 1-1: Table 1. Network Bandwidth Calculations

Network Bandwidth	Calculations		
CAD Workstation Bandwidth	.4	.8	Mb/s
CAD Client to Server Bandwidth (typical range)	1.6	3.2	Mb/s

1.9.4 PremierOne Workstation Specifications

1.9.4.1 PremierOne CAD Recommended Specifications

- 3.33 GHZ six-core processor, 12 MB cache, 1333 MHz memory.
- 4 GB memory.
- 20 GB available disk space.
- 1 Gigabit or faster Ethernet network adapter.
- Three 1024x768+ pixel, 16+ bit color displays.
- QWERTY Keyboard with 12 function keys.
- Windows 7 Professional SP1 64-bit.
- Two NVIDIA Quadro 600 or two ATI FirePro 3700 video cards recommended.
- Adobe PDF reader (for help files).
- 1.2Mbps network bandwidth (to server) with 1ms or less round-trip latency.

1.9.4.2 PremierOne CAD with Video Recommended Specifications

- Two 3.06 GHz quad-core or six-core processors, 12MB cache, 1333 MHz memory.
- 16 GB memory.
- 300 GB available disk space, 6Gb/s HDDs.
- 1 Gigabit or faster Ethernet network adapter.
- Three 1024x768+ pixel, 16+ bit color displays.
- QWERTY Keyboard with 12 function keys.



- Windows 7 Professional SP1 64-bit.
- Two NVIDIA Quadro 2000 video cards recommended.
- Adobe PDF reader (for help files).
- 1.2 Mbps network (to server) bandwidth with 1ms or less round-trip latency (minimum bandwidth requirement varies with specific system load and usage).

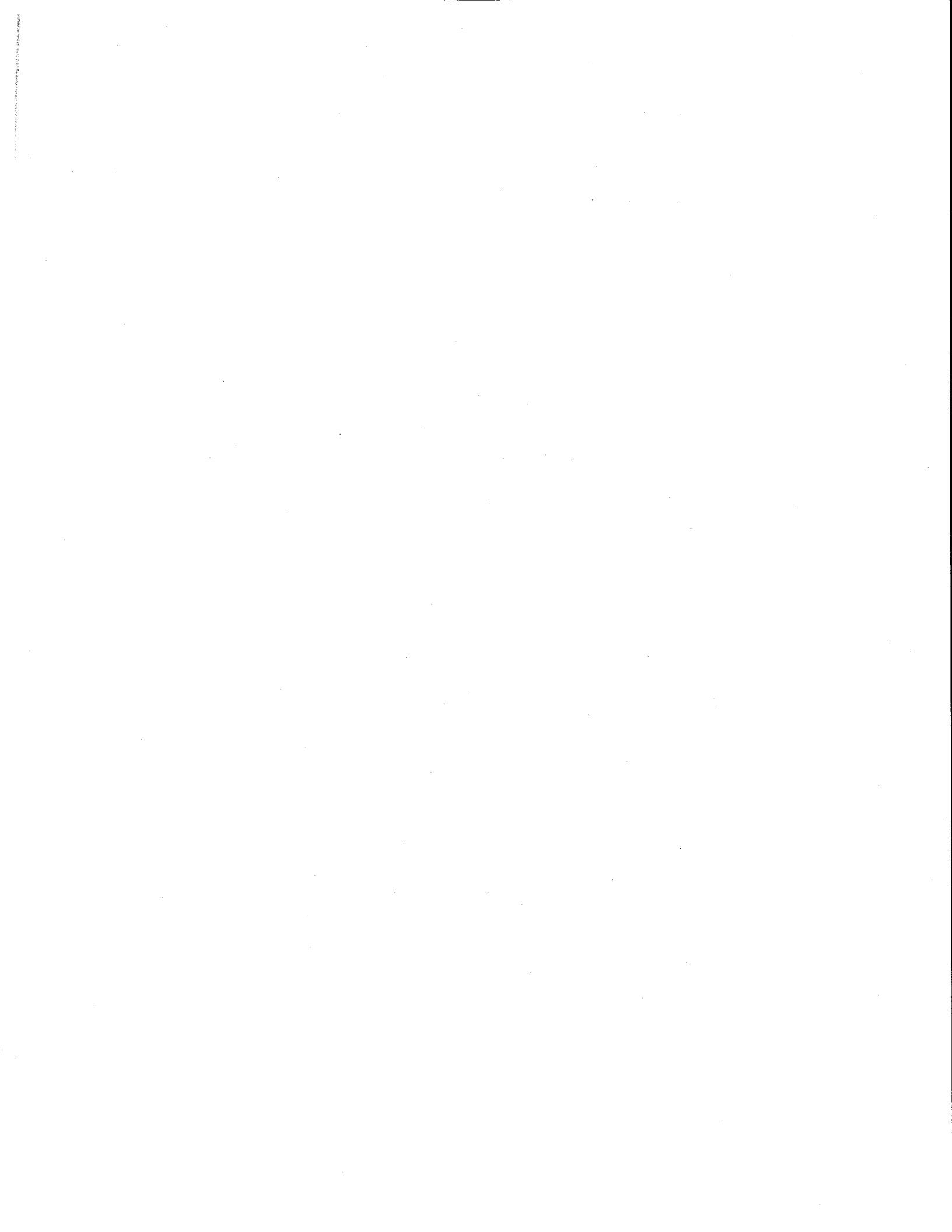
1.10 OPTIONAL DISPATCH FURNITURE

Covered under City of Chicago Contract #110054 - PDF pages 84 and 94.

Motorola is also proposing, as an option for Cook County DHSEM, the Viewpoint series dispatch furniture to replace the current furniture at the dispatch center from Middle Atlantic Products.

- Modular design allows economical additions and limitless configuration choices.
- Consoles are optimized for flexible flat screen arrangements and ergonomically designed with the user in mind.
- Fully welded bays provide a heavy-duty structure that can be assembled quickly.
- Available with an 18" deep work surface or 34" desktop.
- A large variety of standard finishes available.
- Most configurations ship in 3 weeks or less.
- Custom finishes and work surfaces available upon request.
- UL Listed in the US and Canada.
- GREENGUARD IAQ certified.
- LCD monitors can be mounted using optional monitor arms.
- Ergonomically designed professional use operator chair available.
- Seismic certified to the following codes and standards: 2007 & 2010 CBC; 2006, 2009 & 2012 IBC; ASCE 7-05 (2005 Edition) & ASCE 7-10 (2010 Edition) and the 2006 & 2009 editions of NFPA 5000 for use in areas of high seismicity – Zone 4 or Seismic Design Category (SDC) "D". These are designed for Mission Critical and/or High-Importance Installations in locations with the highest level of seismicity and top floor or rooftop installations including those within UBC and CBC Essential facilities or IBC, ASCE 7, and NFPA 5000 Seismic Use Group III facilities. For all codes, the Importance factor (Ip) is 1.5. Seismic Certified load capacity of 320 lbs. per 24" section.





SECTION 2

EQUIPMENT LIST

2.1 MCC 7500 DISPATCH EQUIPMENT

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93, and 94.

Qty	Nomenclature	Description
1	DS9130R2250N004	UPS, 9130 RACKMT, 2500VA/2250W, 4 MINS RUNTIME
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA02105AA	MCC 7500/MCC7100 CONSOLE LIC
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
4	B1933	MOTOROLA VOICE PROCESSOR MODULE
4	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE
4	CA01642AA	LICENSE
4	CA01643AA	ADD: MCC 7500 TRUNKING OPERATION LICENSE
4	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
4	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
4	DS019BLK	TECH GLOBAL 19IN LCD NON-TOUCH, BLACK
4	BLN6200	AC POWER STRIP, 6 OUTLET
4	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7 64BIT
4	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
8	B1912	MCC SERIES DESKTOP SPEAKER
4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
8	B1913	MCC SERIES HEADSET JACK
8	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
8	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
4	T7885	MCAFFEE WINDOWS AV CLIENT
1	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER

Department of Homeland Security and Emergency Management
MCC 7500 Dispatch Consoles
Control No. PS-000061533

April 4, 2016
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Qty	Nomenclature	Description
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
4	L30URS9PW1 N	APX 7500 SINGLE BAND 7/800
4	G806	ENH: ASTRO DIGITAL CAI OP APX
4	G51	ENH: SMARTZONE OPERATION APX
4	G361	ADD: P25 TRUNKING SOFTWARE
4	CA01598	ADD: AC LINE CORD US
4	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
4	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
4	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
4	GA00232	ENH: 3 YR SFS LITE
4	GA00580	ADD: TDMA OPERATION
4	G996	ENH: OVER THE AIR PROVISIONING
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	V592	AAD TERM BLCK & CONN WI

2.2 MCD 5000 EQUIPMENT

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93, and 94.

Qty	Nomenclature	Description
Oak Forest (ERC South)		
3	L30TSS9PW1 N	APX 7500 CONSOLETTA DUAL BAND MODEL
2	GA00244	ADD: 7/800MHZ PRIMARY BAND

Department of Homeland Security and Emergency Management
MCC 7500 Dispatch Consoles
Control No. PS-000061533

April 4, 2016
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Qty	Nomenclature	Description
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00346	ADD: UHF R2 MP SECONDARY BAND
1	GA00306	ADD: VHF MP PRIMARY BAND
1	GA00343	ADD: UHF R1 MP SECONDARY BAND
3	GA00579	ADD: ENABLE DUAL BAND OPERATION
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	G361	ADD: P25 TRUNKING SOFTWARE
3	CA01598	ADD: AC LINE CORD US
3	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
3	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
3	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
3	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
3	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
3	GA00232	ENH: 3 YR SFS LITE
2	GA00580	ADD: TDMA OPERATION
3	G996	ENH: OVER THE AIR PROVISIONING
12	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
90	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496080531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 8 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF

Qty	Nomenclature	Description
1	DSGSAKITD	GROUND STRAP KIT - DIN
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSSD235SF2PASNM	EXPOSED DIPOLE ARRAY 3/5.5 DB GAIN FIELD ADJUSTABLE 138-174MHZ
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSBA4067DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 400-520 MHZ, PIM RATED
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT

Qty	Nomenclature	Description
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSD310HF3P4LDF	LOW PIM 1 DIPOLE, 450-512 MHZ, OFFSET PATTERN, 2.0 DBD GAIN, DIN
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
18	F2380	MCD 5000 DESKSET
18	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
2	FHN7394	MCD 5000 DESKSET WALL MOUNT KIT
1	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC
1	HKN6184C	CABLE CH, PROGRAMMING, USB
1	RVN5224W	PURCHASED SOFTWARE, CPS R10.01.00 APX PDR MOB
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
69 W Washington		
12	F2380	MCD 5000 DESKSET
12	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)

Qty	Nomenclature	Description
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
1	FKN8691	CABLE - MCD 5000 RGU TO MC3000 DJB FOR ASTRO CONSOLETTTE W9
1	L20URS9PW1 N	10-35W 762-870MHZ XTL 5000 CONSOLETTTE
1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
1	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
1	G806	ENH: ASTRO DIGITAL CAI OP APX
1	G51	ENH: SMARTZONE OPERATION APX
1	G361	ADD: P25 TRUNKING SOFTWARE
1	L146	ADD: TONE CONTROL REMOTE
1	G80	ADD: W7 CONTROL HEAD
1	G114	ENH: DIGITAL ID DISPLAY
1	G996	ENH: PROGRAMMING OVER P25
1	W947	ADD: RS232 & IV&D PACKET DATA INTERFACE
2	L30TSS9PW1 N	APX 7500 CONSOLETTTE DUAL BAND MODEL
2	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00346	ADD: UHF R2 MP SECONDARY BAND
2	GA00579	ADD: ENABLE DUAL BAND OPERATION
2	G806	ENH: ASTRO DIGITAL CAI OP APX
2	G51	ENH: SMARTZONE OPERATION APX
2	G361	ADD: P25 TRUNKING SOFTWARE
2	CA01598	ADD: AC LINE CORD US
2	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
2	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
2	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
2	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
2	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
2	GA00232	ENH: 3 YR SFS LITE
2	GA00580	ADD: TDMA OPERATION

Qty	Nomenclature	Description
2	G996	ENH: OVER THE AIR PROVISIONING
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSSD235SF2PASNM	EXPOSED DIPOLE ARRAY 3/5.5 DB GAIN FIELD ADJUSTABLE 138- 174MHZ
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSD310HF3P4LDF	LOW PIM 1 DIPOLE, 450-512 MHZ, OFFSET PATTERN, 2.0 DBD GAIN, DIN
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT

Qty	Nomenclature	Description
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES
		DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
118 N Clark		
4	F2380	MCD 5000 DESKSET
4	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
ERC West		
3	F2380	MCD 5000 DESKSET
3	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
2	FHN7394	MCD 5000 DESKSET WALL MOUNT KIT
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
2	L30TSS9PW1 N	APX 7500 CONSOLETTA DUAL BAND MODEL
2	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND

Qty	Nomenclature	Description
1	GA00346	ADD: UHF R2 MP SECONDARY BAND
2	GA00579	ADD: ENABLE DUAL BAND OPERATION
2	G806	ENH: ASTRO DIGITAL CAI OP APX
2	G51	ENH: SMARTZONE OPERATION APX
2	G361	ADD: P25 TRUNKING SOFTWARE
2	CA01598	ADD: AC LINE CORD US
2	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
2	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
2	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
2	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
2	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
2	GA00232	ENH: 3 YR SFS LITE
2	GA00580	ADD: TDMA OPERATION
2	G996	ENH: OVER THE AIR PROVISIONING
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSSD235SF2PASNM	EXPOSED DIPOLE ARRAY 3/5.5 DB GAIN FIELD ADJUSTABLE 138-174MHZ
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP

Qty	Nomenclature	Description
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSD310HF3P4LDF	LOW PIM 1 DIPOLE, 450-512 MHZ, OFFSET PATTERN, 2.0 DBD GAIN, DIN
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
ERC North		
4	F2380	MCD 5000 DESKSET
4	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS

Qty	Nomenclature	Description
2	FHN7394	MCD 5000 DESKSET WALL MOUNT KIT
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
3	L30TSS9PW1 N	APX 7500 CONSOLETTTE DUAL BAND MODEL
2	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00346	ADD: UHF R2 MP SECONDARY BAND
1	GA00306	ADD: VHF MP PRIMARY BAND
1	GA00343	ADD: UHF R1 MP SECONDARY BAND
3	GA00579	ADD: ENABLE DUAL BAND OPERATION
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	G361	ADD: P25 TRUNKING SOFTWARE
3	CA01598	ADD: AC LINE CORD US
3	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
3	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
3	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
3	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
3	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
3	GA00232	ENH: 3 YR SFS LITE
2	GA00580	ADD: TDMA OPERATION
3	G996	ENH: OVER THE AIR PROVISIONING
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE

Qty	Nomenclature	Description
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSSD235SF2PASNM	EXPOSED DIPOLE ARRAY 3/5.5 DB GAIN FIELD ADJUSTABLE 138-174MHZ
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT

Qty	Nomenclature	Description
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSBA4067DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 400-520 MHZ, PIM RATED
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSD310HF3P4LDF	LOW PIM 1 DIPOLE, 450-512 MHZ, OFFSET PATTERN, 2.0 DBD GAIN, DIN
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN

2.3 OPTIONAL PREMIERE ONE CAD EQUIPMENT

Covered under City of Chicago Contract #110054 - PDF pages 85 and 93.

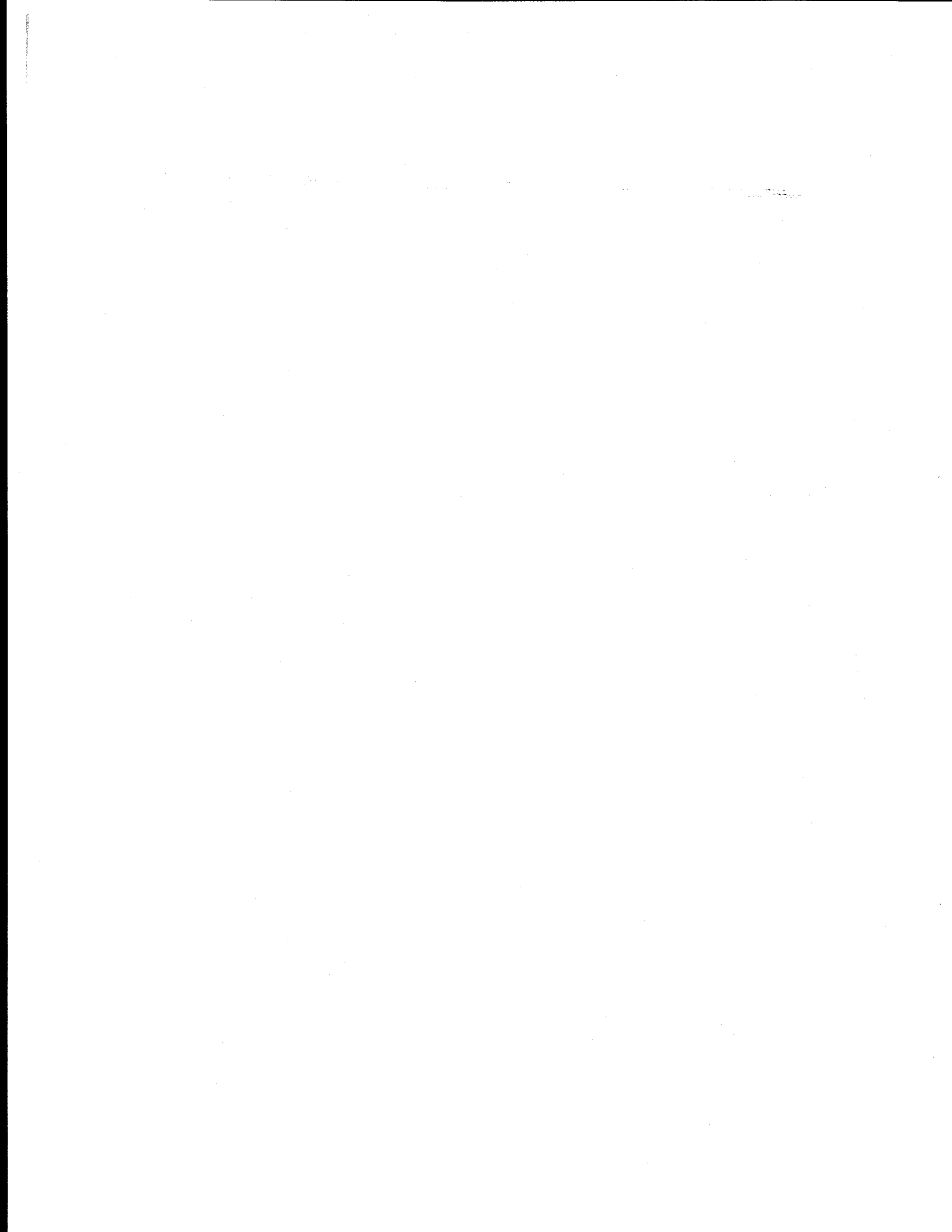
Qty	Description
4	P1 CAD Dispatch (CAD Client and Mapping)
4	ESRI ArcGIS Engine-Per dispatch Client
4	Maint. - ESRI ArcGIS Engine - Per dispatch Client

2.4 HAM RADIO EQUIPMENT

Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93.

Qty	Nomenclature	Description
2	AAM28QPN9KA1 N	XPR 5550 403-470 40W GOB BT/GPS CD
2	HPN4007	POWER SUPPLY AND CABLE (25-60 WATT MODELS)
1	PMKN4016B	MAP PROGRAMMING/TEST CABLE
2	AAM28JQN9KA1 N	XPR 5550 136-174 45W GOB BT/GPS CD
2	HPN4007	POWER SUPPLY AND CABLE (25-60 WATT MODELS)
2	TDD7050	ANTENNA VHF OMNI 6/9 DB EXPOSED ELEMENT
2	DSBA4067DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 400-520 MHZ, PIM RATED
8	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
280	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
8	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
8	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
8	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
320	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
8	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
8	TDN9289	221213 CABLE WRAP WEATHERPROOFING
8	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
8	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
8	DSGSAKITD	GROUND STRAP KIT - DIN
6	AAH56JDN9KA1 N	XPR 7550 136-174 FKP GPS BT GOB
1	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE
6	QA04474AD	ALT: IMPRES 2700MAH LIION IP67 BATT
6	QA02299AA	VHF HELICAL ANTENNA (136-155)
6	AAH56RDN9KA1 N	XPR 7550 403-512 4W FKP GPS BT GOB
6	QA04474AD	ALT: IMPRES 2700MAH LIION IP67 BATT
6	QA02304AA	ADD: UHF WHIP ANTENNA (403-527)
12	PMNN4448AR	BATTERY PACK, MAH,BATT IMP STD IP67 LIION2700M2800T
2	WPLN4219B	ACCESSORY,ACCESSORY,CHARGER,IMPRES MUC W/DISPLAY - US/NA PLUG

Qty	Nomenclature	Description
6	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC
12	PMMN4025A	LTD SMART RSM
1	RVN5115AG	PURCHASED SOFTWARE,CPS R11.0 GLOBAL MOTOTRBO DVD
1	RVN5165A	CPS 1.0 PM1200 MOBILE
1	RKN4081C	RIBLESS PROG/FLASH CBL
1	T7586	KVL 4000 FLASHPORT UPGRADE
1	CA01641AA	ADD: ADP PRIVACY



STATEMENT OF WORK

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93 and 94.

3.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Cook County DHSEM. The tasks described herein will be performed by Motorola, its subcontractors, and Cook County DHSEM to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Cook County DHSEM during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Cook County DHSEM.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

3.2 ASSUMPTIONS

Motorola has based the system design on information provided by Cook County DHSEM and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Cook County DHSEM, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- All sites or equipment locations will have sufficient space available for the system described.
- All existing sites or equipment locations will have adequate electrical power.
- Cook County DHSEM is responsible for providing primary and backup power for all equipment.
- Approved local, State or Federal permits, as may be required for the installation and operation of the proposed equipment, are the responsibility of Cook County DHSEM.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s)



to the Motorola-provided receiver(s). Should Cook County DHSEM's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

3.3 CONTRACT

3.3.1 Contract Award (Milestone)

Cook County DHSEM and Motorola execute the contract and both parties receive all the necessary documentation.

3.3.2 Contract Administration

Motorola Responsibilities

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Cook County DHSEM.

Cook County DHSEM Responsibilities

- Assign a Project Manager, as the single point of contact responsible for Cook County DHSEM-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Cook County DHSEM is responsible.

Completion Criteria

- Motorola internal processes are set up for project management.
- Both Motorola and Cook County DHSEM assign all required resources.
- Project kickoff meeting is scheduled.

3.3.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Cook County DHSEM.
- Review the resource and scheduling requirements with Cook County DHSEM.
- Review the Project Schedule with Cook County DHSEM to address upcoming milestones and/or events.

- Review the teams' interactions (Motorola and Cook County DHSEM), meetings, reports, milestone acceptance, and Cook County DHSEM's participation in particular phases.

Cook County DHSEM Responsibilities

- Cook County DHSEM's key project team participants attend the meeting.
- Review Motorola and Cook County DHSEM responsibilities.

Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

3.4 CONTRACT DESIGN REVIEW

3.4.1 Review Contract Design

Motorola Responsibilities

- Meet with the Cook County DHSEM project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Cook County DHSEM for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and the Cook County DHSEM-supplied link(s) and external interfaces.
- Finalize site acquisition and development plan.
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- Work with Cook County DHSEM to identify radio interference between the new communication system and other existing radio systems.



Restrictions

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Cook County DHSEM and documented through the change order process.

Cook County DHSEM Responsibilities

- Cook County DHSEM's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
 - As mandated by FCC, Cook County DHSEM, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.4.2 Design Approval (Milestone)

- Cook County DHSEM executes a Design Approval milestone document.

3.5 ORDER PROCESSING

3.5.1 Process Equipment List

Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Cook County DHSEM the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Cook County DHSEM Responsibilities

- Approve shipping location(s).

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

3.6 MANUFACTURING AND STAGING

3.6.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Cook County DHSEM Responsibilities

- None.

Completion Criteria

- FNE shipped to either the field or the staging facility.



3.6.2 **Manufacture Non-Motorola Equipment**

Motorola Responsibilities

- Procure non-Motorola equipment necessary for the system based on equipment order.

Cook County DHSEM Responsibilities

- None.

Completion Criteria

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.

3.6.3 **Ship to Staging (Milestone)**

- Ship all equipment needed for staging to Motorola's factory staging facility in Schaumburg, Illinois [Customer Center for Solutions Integration (CCSi)].

3.6.4 **Stage System**

Motorola Responsibilities

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Program the approved templates into a radio-programming template tool.
- Complete programming of sample Subscriber units.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.
- Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- Provide a Factory Acceptance Test Plan.



Cook County DHSEM Responsibilities

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria

- System staging completed and ready for testing.

3.6.5 Perform Staging Acceptance Test Procedures

Motorola Responsibilities

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.

Cook County DHSEM Responsibilities

- None.

3.6.6 Ship Equipment to Field

Motorola Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Cook County DHSEM Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to the field.

3.6.7 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

3.7 DEVELOP FLEETMAP

Motorola Responsibilities

- Schedule required meeting(s) with the appropriate Cook County DHSEM representative(s)/agency(ies).
- Meet with Cook County DHSEM's user groups.
- Provide details on the features and functionality of the Motorola equipment/system.

- Work with Cook County DHSEM and participating agency(ies) to develop and obtain approval of the fleetmap for the system.
- Program the infrastructure equipment, subscribers, terminals, and any other radio system FNE, based on fleetmap.
- Any changes requested by Cook County DHSEM, after approval of fleetmap and template definitions, will require updating the contract documents accordingly.
- Provide guidelines for development of fleetmap to customer on projects where subscriber units are being purchased/reprogrammed outside the scope of this project.

Cook County DHSEM Responsibilities

- Designate a representative for the user groups, to make timely decisions on their behalf.
- Identify Cook County DHSEM's System Manager who will set up a "steering" committee consisting of various members from user groups.
- The System Manager, with the help of the steering committee, will be responsible for setting standardized system management and operational policies (SOP) that will apply to all users.
- A sample of SOP committee decisions includes:
 - User Access Management Protocol.
 - User Database Management Protocol.
 - System Security Protocol.
 - Subscriber Radio Standards.
- Configure, Manage, and Control the Fleetmap Database.
 - User group reviews its radio standard operational policies and then determines what modifications will be required, if any.
 - Create a "Console Dispatch and Radio Programming Policy" to decide how each Subscriber group will operate on the system and what features will be activated.
 - User group representative(s) makes Fleetmap programming decisions.
- Complete the initial fleetmapping process prior to staging of the system.

Completion Criteria

- Fleetmap requirements completed and approved by Cook County DHSEM.



3.8 SYSTEM INSTALLATION

3.8.1 Install Fixed Network Equipment

Motorola Responsibilities

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.
- For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will not remove existing equipment.
- Will not relocate existing equipment to a location designated by Cook County DHSEM.
- Will not dispose of existing equipment.

Cook County DHSEM Responsibilities

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites.
- Motorola coordinates the receipt of the equipment with Cook County DHSEM's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.

3.8.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by Cook County DHSEM.

3.8.3 Console Installation

Motorola Responsibilities

- Install the console in the space provided by Cook County DHSEM.
- Supply one (1) rack mounted UPS to provide transition power to the building generator for the equipment being proposed



- Connect the Cook County DHSEM-supplied, previously-identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Terminate the audio outputs for the logged talkgroups onto a punchblock, and then terminate these outputs into the logging recorder.
- Install a dedicated Local Area Network (LAN) at each dispatch center to connect the proposed console positions.
- Connect the appropriate equipment to existing Cook County DHSEM grounding systems in accordance with Motorola's R56 Site Installation standards.
- Perform the console programming, based on the console templates designed during the fleetmapping process.
- For consoles not located at the master site, additional network link resources will be required, as identified in the network diagram provided by Motorola.

Cook County DHSEM Responsibilities

- Provide demarcation point located within 25 feet of the console interface.

Completion Criteria

- Console installation is complete.

3.8.4 Console Installation Complete

- Console installation completed and accepted by Cook County DHSEM.

3.8.5 Site Development at Health Service Oak Forest Site (Ham Radio)

Provide a cable path from the 1st floor equipment room to the 7th story penthouse with cable port to the roof top level and mounts for antennas to be mounted with the associated grounding.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Existing tower to be used for antennas – 80' Rooftop.

Motorola Responsibilities

Site Engineering

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.



- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Antenna and Transmission Line Installation

- Install 3 Control station antennas antenna(s).
- Install up to 240 linear feet of up to 1/2-inch transmission line.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.
- Supply and install #2 stranded copper ground (not to exceed 225 linear feet) for grounding the antennas to the building ground.

Existing Facility Improvement Work

- Supply and install 1 cable entry panel with 6 ports.

Miscellaneous Work

- Penetration from radio room to Hall thru ceiling to penthouse and out to antenna location (3)
- Tie the new antenna grounds back to building steel
- Fabricate and install wall mount to accept multiple (5) control station size antennas

Customer Responsibilities at All Sites

- If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.

- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Secure power connection to the site, associated permitting and installation of a meter, and disconnect within 50 feet of the proposed equipment room location.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.
- Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.
- Secure power connection to the room, associated permitting, and installation of a meter and disconnect within 50 feet of the proposed shelter location.
- Deal with any environmental hazards that arise during the installation process. (Lead paint , Asbestos or other contaminants.)

Assumptions

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.



- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Existing facility has a grounding system with a ground resistance of 10 ohms or less.
- Existing antenna support structures are structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables
- Extensive documentation (balloon tests, photo simulations, expert testimony etc.) to support zoning effort for existing structures is not required.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

3.8.6 Control Station Installation

Motorola Responsibilities

- Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.
- Protect the cabling by providing and installing a bulkhead lightning surge protector.
- Survey the exact mounting locations and develop control station installation plan.
- Perform the following tasks for the local control stations installations:
 - Create installation plan.
 - Assist Cook County DHSEM to determine the locations of control stations and desk sets at each site.
 - Install RF local control stations identified in the equipment list. Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).
 - Connect to the Cook County DHSEM-supplied ground point.

- Program all control stations once, from the template (approved by Cook County DHSEM) prior to delivery.

Cook County DHSEM Responsibilities

- Provide cable entry into the building through wall feed-through and seal with silicone, or provide an entry plate and boot.
- Provide ground point within 6 cable feet of the control station.
- Provide necessary space for installation of the local control station. Supply, exterior or internal, vertical spaces for installation of the control station antenna with no more than a 100-foot cable run.
- Provide an elevated antenna mounting location.
- Supply a dedicated 115 VAC grounded electrical outlet rated at 15 A to power the control station and remote control device. Provide an outlet within 6 feet of the unit.
- Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and control station.
- Provide antenna-mounting facilities at each of the RF control station points specified, while providing an adequate means of feed-line routing and support.

Completion Criteria

- Completion of all the control station installations, and approval by Cook County DHSEM.

3.8.7 Control Station Complete

- Control Station installation completed and accepted by Cook County DHSEM.

3.8.8 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by Cook County DHSEM.

3.9 SYSTEM OPTIMIZATION

3.9.1 Optimize System FNE

Motorola Responsibilities

- Motorola and its subcontractors optimize each subsystem.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.

- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the new system.
- Set up the consoles on the radio system to perform the dispatching operation.

Cook County DHSEM Responsibilities

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.
- Dispatchers to use the existing conventional system icons for dispatching until cutover.

Completion Criteria

- System FNE optimization is complete.

3.9.2 Link Verification

Motorola Responsibilities

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Note: 900 MHz, 2.4 GHz, and 5.2/5.4/5.8 GHz bands are unlicensed. Therefore, Motorola has no control over signal emissions in these bands that may interfere with the desired signals. Although link surveys will identify possible existing interference sources, there is no guarantee that interference will not emerge after the survey. Motorola can assist Cook County DHSEM in assessing interference issues if they occur, however, the cost for the services and any additional equipment necessary to resolve the interference problem are beyond the scope of the generic link survey and installation.

Cook County DHSEM Responsibilities

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

3.9.3 Completion Criteria

- Link verification successfully completed.

3.9.4 Optimization Complete

- System optimization is completed. Motorola and Cook County DHSEM agree that the equipment is ready for acceptance testing.

3.10 R56 INSTALLATION AND ACCEPTANCE TESTING

3.10.1 Perform R56 Installation

Motorola Responsibilities

- Perform R56 site-installation at the following sites:

- DHSEM Dispatch.
- Oak Forest ERC South.
- 69 W. Washington.
- 118 N. Clark.
- ERC West.
- ERC North.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's *Standards and Guidelines for Communication Sites* (R56).

Cook County DHSEM Responsibilities

- Provide access/escort to the sites.

Completion Criteria

- All R56 installation is completed successfully.

3.10.2 Perform Equipment Testing

Motorola Responsibilities

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or Cook County DHSEM) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Cook County DHSEM Responsibilities

- Witness tests if desired.

Completion Criteria

- Successful completion of equipment testing.

3.10.3 Perform Functional Testing

Motorola Responsibilities

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Cook County DHSEM for review.
- Resolve any minor task failures before Final System Acceptance.

Cook County DHSEM Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- Cook County DHSEM approval of the functional testing.

3.10.4 System Acceptance Test Procedures (Milestone)

- Cook County DHSEM approves the completion of all the required tests.

3.11 FINALIZE

3.11.1 Cutover

Motorola Responsibilities

- Motorola and Cook County DHSEM develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Cook County DHSEM Responsibilities

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria

- Successful migration from the old system to the new system.

3.11.2 Resolve Punchlist

Motorola Responsibilities

- Work with Cook County DHSEM to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Cook County DHSEM Responsibilities

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- All punchlist items resolved and approved by Cook County DHSEM.

3.11.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Cook County DHSEM Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by Cook County DHSEM.

3.11.4 Finalize Documentation

Motorola Responsibilities

- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
 - System-Level Diagram.
 - Site Block Diagrams.
 - Site Floor Plans.
 - Site Equipment Rack Configurations.
 - Antenna Network Drawings for control stations.
 - ATP Test Checklists.
 - Functional Acceptance Test Plan Test Sheets and Results.
 - Equipment Inventory List.
 - Console Programming Template.
 - Maintenance Manuals.
 - Technical Service Manuals.

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

- Provide two console operator manuals at every dispatch center.

Cook County DHSEM Responsibilities

- Receive and approve all documentation provided by Motorola.

Completion Criteria

- All required documentation is provided and approved by Cook County DHSEM.

Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Cook County DHSEM.

3.12 PROJECT ADMINISTRATION

3.12.1 Project Status Meetings

Motorola Responsibilities

- Motorola Project Manager, or designee, will attend all project status meetings with Cook County DHSEM, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns of either Cook County DHSEM or Motorola.

Cook County DHSEM Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

3.12.2 Progress Milestone Submittal

Motorola Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

Cook County DHSEM Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- Cook County DHSEM approval of the Milestone Completion document(s).

3.12.3 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to

the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.12.4 Implementation Assumptions

Motorola's proposal makes considerations for Cook County DHSEM joining a previously accepted system owned and managed by the System Owner and has considered the following assumptions in its solution and proposal to Cook County DHSEM:

- System configuration options and parameters may be limited by the System Owner. Motorola assumes that Cook County DHSEM will communicate with the System Owner in making any and all configuration decisions prior to implementing such decisions. In the event of any conflicts, the System Owner and Cook County DHSEM shall work together to resolve any conflict. Motorola shall not be involved in resolving any potential conflicts.
- Cook County DHSEM specific configuration and provisioning will be provided by the System Owner.
- Workstation hardware is not a part of this proposal. Cook County DHSEM will provide workstation hardware that meets or exceeds Motorola's recommended hardware specifications.
- The System Owner has verified that the addition of Cook County DHSEM to the system will have little impact on the existing server hardware or system performance. In the event that an impact is determined, Cook County DHSEM will work with the System Owner to procure additional system hardware (processors and or hard disk) required to support the increased volume.
- Cook County DHSEM will execute any required contracts with the System Owner allowing the Cook County DHSEM to be added to the system.
- The software client provided will be the same versions as the System Owner's current application software.
- All changes in scope to this project will be made in accordance with the change-order provision of the contract and all changes will be by mutual agreement of all parties.

3.13 KICK-OFF TELECONFERENCE

3.13.1 Motorola Responsibilities

- Motorola shall conduct a kick-off teleconference to clarify roles and responsibilities, and establish team working relationships and work toward finalizing the performance schedule.
- Verify with Cook County DHSEM personnel the recommended computer processor(s), operating system software, third-party software, all associated workstations, printers, communications, and related components.

3.13.2 Motorola Deliverables

- Schedule of project activities.

3.13.3 Cook County DHSEM Responsibilities

- Provide input into the final performance schedule.
- Accept Cook County DHSEM responsibilities as defined in this SOW.
- Coordinate with the System Owner the Provisioning and configuration changes available to Cook County DHSEM.

3.14 CAD CLIENT INSTALLATION

3.14.1 Motorola Responsibilities

- Install and configure PremierOne CAD client software on four (4) Customer-supplied CAD workstations.
- Instruct Cook County DHSEM on how to test the operation of the PremierOne system.

3.14.1.1 Motorola Deliverables

- Installation of PremierOne CAD client Applications.

3.14.2 Cook County DHSEM Responsibilities

- Assume responsibility for any console and/or furniture modifications required for mounting or placement of display terminals, time displays, and other contracted hardware.
- Identify locations for placement of CAD monitors that do not create any electromagnetic interference. If components receive interference in the identified locations or Motorola components create interference with existing Cook County DHSEM equipment, Cook County DHSEM will determine new locations without interference and reimburse Motorola for any costs associated with relocation of the equipment, or assume responsibility for all costs or modifications to Cook County DHSEM-selected locations if no alternative locations are available.
- Install CAD workstation hardware, Monitors, Printers, Operating System software and establish network connectivity prior to Motorola's installation of the CAD client software

3.14.3 Completion Criteria

Installation is complete when the four (4) CAD software clients have been installed and demonstrated as operational.

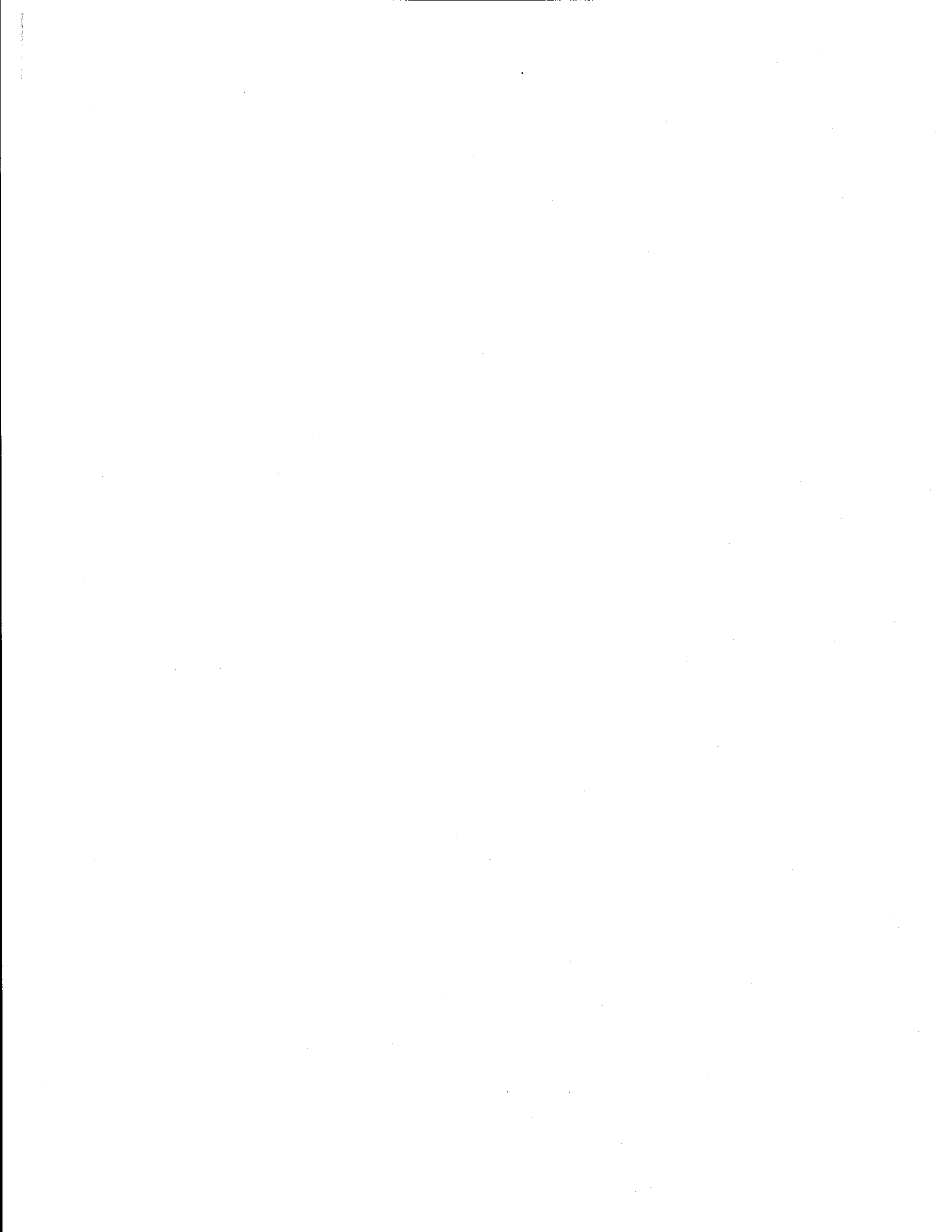
PRELIMINARY PROJECT SCHEDULE

The following provides the estimated Performance Schedule.

The tasks shown below are an approximate window during which the task is to occur. The tasks may or may not necessarily occupy the entire duration shown.

Task order and timeframes can and will be modified by Project Manager to meet expected customer milestones.

Implementation Project	Task Start	Task Finish
—	6/15/2016	10/12/2016
Contract	6/15/2016	6/16/2016
Contract Design Review	6/16/2016	6/21/2016
Manufacturing and Staging	6/27/2016	7/30/2016
R56 Installation	7/26/2016	8/4/2016
FNE Installation	8/9/2016	8/21/2016
Console Installation	8/23/2016	8/29/2016
System Optimization	8/31/2016	9/14/2016
Control Station Installation	9/16/2016	9/21/2016
Audit and Acceptance Testing	9/23/2016	9/29/2016
Cutover	10/1/2016	10/3/2016
Finalize	10/5/2016	10/12/2016



WARRANTY AND MAINTENANCE

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for Cook County DHSEM, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty as outlined in this section.

5.1 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal.

5.1.1 Dispatch and Case Management

The Call Center Operation (CCO) at Motorola's System Support Center (SSC) is your single point of contact for service issues. A phone call to this operation's toll free 800- phone number initiates an electronic customer service request (Case) and begins the response process to the appropriate degree required. If a technician is required to respond to an issue for resolution, the CCO identifies the appropriate technician and tracks his response to the onsite point of failure. They track the technician's progress in effecting the repair and restoration, and notify the Customer of the status. In the event that a System Engineer or other system specialist is required, the CCO escalates the case to the appropriate level and assigns the required personnel. Once the case has been resolved the CCO will contact Cook County DHSEM to advise that the issue has been resolved and that the case is ready to be closed with Cook County DHSEM concurrence.

5.1.2 Technical Support

Motorola's Technical Support was created to ensure that Cook County DHSEM is provided the answers to their technical issues. Motorola's Technical Support Operation is manned 24 hours per day, 365 days a year to field all levels of calls. This operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues by telephone. A Case is created on each issue and is followed to resolution, with escalation if necessary. Because of the Center's proximity to the factory engineers, the highest level of technical support is available.

5.1.3 Infrastructure Repair Service w/Advanced Replacement

Infrastructure Repair with Advanced Replacement can provide a field replacement unit (FRU) in advance and in exchange for the customer's malfunctioning component from Infrastructure Depot Operation's (IDO's) inventory, (FRUs are subject to availability). Advanced Replacement FRUs are shipped overnight with high priority.

In the event the Motorola Local Service Provider must remove a malfunctioning board/unit at the site location, the Motorola Local Service Provider will contact the System Support Center's Call Center to request a return authorization (RA) number. The Motorola Local Service Provider will remove the malfunctioning board/unit and ship to the SSC for repair.

Upon receipt of malfunctioning equipment, the SSC will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to the current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair.

5.1.4 OnSite Response

OnSite Infrastructure Response provides for onsite technician response as determined by predefined severity levels and response times in order to restore the system. Technicians are dispatched by SSC's Call Center Operations (as described under Dispatch Service) to perform first echelon service, provide information to customer regarding system condition, remove failed components for repair, and reinstall new or reconditioned components. OnSite Infrastructure Response requires the purchase of Dispatch Service.

Onsite Infrastructure Response provides for response as determined by predefined severity levels and response times. Severity 1 issues are dispatched 24 hours a day, 365 days a year including holidays. Motorola's onsite response time goal is four hours or less for Severity 1 events.

5.1.5 Network Preventative Maintenance

Network Preventative Maintenance is a service that will provide an operational test and alignment, as applicable, on Cook County DHSEM's equipment (infrastructure or fixed network equipment only) to ensure the equipment meets original manufacturer's specifications. Motorola's large network of service provides helps Cook County DHSEM plan and schedule the annually preventative maintenance of their network to meet their operational timelines.

Network Preventative Maintenance assures that the customer's network is up and running in top condition. This service proactively detects those potential issues that may result if the equipment is not meeting original manufacturer's specifications.

Motorola's technicians have immediate access to engineering design teams and multiple technology experts. The technicians are equipped with detailed checklists describing what and how the pieces of equipment need servicing.

PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to CCDHSEM:

Total Radio Infrastructure Equipment Cost:	\$370,272.00
Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93 and 94.	
Total Labor and Engineering for Radio Infrastructure:	\$340,578.00
Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93 and 94.	
Total Dispatch Furniture Cost:	\$63,887.00
Covered under City of Chicago Contract #110054 - PDF pages 84 and 94.	
Total CAD Software Cost:	\$63,282.00
Covered under City of Chicago Contract #110054 - PDF pages 85 and 93.	
Total Labor and Infrastructure for Verizon BDA:	\$42,787.00
Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93 and 94.	
Total Price for ERC North PTP49600 Equipment:	\$20,655.00
Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93..	
Total Labor and Engineering for PTP49600 Link:	\$14,788.00
Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93.	
Total Ham Radio Equipment:	\$31,374.00
Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93.	
Total Ham Radio Labor for Antenna Installation:	\$25,700.00
Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93.	

Post Warranty Service	
Year 2	\$18,859
Year 3	\$19,630
Year 4	\$20,433
Year 5	\$21,282
Years 2-5 Total	\$80,204

Project Grand Total

\$1,053,527.00

Pricing is based on State of IL STARCOM21 Contract pricing.

This proposal is subject to the payment terms listed below.

Payment Terms

- 20% down payment.
- 65% upon shipment.
- 10% install.
- 5% final acceptance.

In order to proceed, Motorola will need to receive an executed contract and notice to proceed.

SECTION 7

ACCEPTANCE TEST PLAN

Please see the following pages for the Acceptance Test Plan (ATP).



MCC 7100/7500 TRUNKED RESOURCES

Instant Transmit

DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

TEST

Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.

Step 2. Verify that the Transmit indicator is lit.

Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.

Step 4. On RADIO-1 change to TALKGROUP 2.

Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource. Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass ___ Fail ___



Talkgroup Selection and Call

DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 2 RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

TEST

Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.

Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.

Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.

Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass ___ Fail ___



Talkgroup Selection and Call-Secure

DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

Digital encryption is used so only properly equipped and configured subscribers can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios and Consoles with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (Secure TX Mode)
RADIO-2 - TALKGROUP 2 (Secure TX Mode)
RADIO-3 - TALKGROUP 2 (No Keys)
RADIO-4 - TALKGROUP 1 (Clear TX Mode with Keys loaded)
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2 (Secure TX Mode)

TEST

Step 1. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 1.

Step 2. Verify RADIO-1 can monitor and respond to the secure call.

Step 3. Verify RADIO-4 can monitor and respond to the secure call because even though it is in clear mode the correct encryption keys are loaded for the secure call.

Step 4. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 2.

Step 5. Verify that RADIO-2 can monitor and respond to the secure call. Note that RADIO-3 cannot monitor the call.

Pass ___ Fail ___



PTT Unit ID/Alias Display

DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 1 CONSOLE-1 - TALKGROUP
1 CONSOLE-2 - TALKGROUP 1

TEST

Step 1. Select the resource for TALKGROUP 1 on CONSOLE-1.

Step 2. Initiate a call on TALKGROUP 1 from RADIO-2 and observe that the alias is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.

Step 3. Initiate a call from RADIO-1 and observe that the alias of RADIO-1 is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.

Step 4. Modify RADIO-2's alias. Make sure to give enough time for the alias change to propagate to the Zone Controller.

Step 5. Initiate a call from RADIO-2 and observe the new alias of RADIO-2 is seen at CONSOLE-1 in the list in the resource window as well as in the Activity Log window.

Step 6. Return RADIO-2's alias to its original state.

Pass ___ Fail ___



Emergency Alarm and Call Display Description

DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call.

An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 -
TALKGROUP 1 CONSOLE-2 - TALKGROUP
1

TEST

Step 1. Initiate an Emergency Alarm from RADIO-1.

Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.

Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.

Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.

Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1

Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.

Step 7. End the Emergency Alarm from RADIO-1.

Pass ___ Fail ___



Multigroup Call

DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 2
RADIO-3 - RANDOM CONSOLE-1 - ATG 1

Note: TALKGROUP 1 and TALKGROUP 2 are members of ATG 1. RANDOM is any talkgroup not a member of ATG 1.

TEST

Step 1. Using CONSOLE-1, select the ATG 1 resource.

Step 2. Initiate the Multigroup Call from CONSOLE-1.

Step 3. Observe that RADIO-1 and RADIO-2 receive the Multigroup Call.

Step 4. Verify that RADIO-3 does not receive the Multigroup Call because it is not a member of ATG 1.

Step 5. Answer the Multigroup Call using RADIO-1 and observe CONSOLE-1 receives the response.

Step 6. Verify that if the call is answered within the repeater hang time, the console will receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.

Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 will monitor the call.

Pass ___ Fail ___



Multi-Select Operation

DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 2
CONSOLE-1 - TALKGROUP 1, TALKGROUP
2

TEST

Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.

Step 2. Transmit on the Msel using the Msel instant transmit button.

Step 3. Verify that RADIO-1 and RADIO-2 hear the call.

c RADIO-2.

Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1. Step 8. On CONSOLE-1 dissolve the Msel.

Pass ___ Fail ___

Talkgroup Patch

DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 2 RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and
TALKGROUP 2

Note: All 4 Radios must have the same home zone.

TEST

Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.

Step 2. Initiate a patch call from CONSOLE-1.

Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.

Step 4. Initiate several calls between the radios and verify successful communication.

Step 5. Dissolve the patch created in step 1.

Pass ___ Fail ___



Multi-Select Operation in Secure Mode

DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information.

Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call.

There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources.

SETUP

RADIO-1 - TALKGROUP 1 (Secure TX Mode)
RADIO-2 - TALKGROUP 2 (Secure TX Mode)
RADIO-3 - TALKGROUP 1 (No Key)
RADIO-4 - TALKGROUP 2 (Secure Key Loaded, but in Clear TX mode) CONSOLE-1 - TALKGROUP 1, TALKGROUP 2 (Secure TX Mode)

TEST

Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.

Step 2. Transmit on the Msel using the Msel instant transmit button.

Step 3. Verify that RADIO-1, RADIO-2 and RADIO-4 hear the call and RADIO-3 cannot hear the call.

Step 4. Initiate a call with RADIO-1.

Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.

Step 6. Initiate a call with RADIO-2.

Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.

Step 8. On CONSOLE-1 dissolve the Msel.

Pass ___ Fail ___

Alert Tones—Talkgroup

DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 1 CONSOLE-1 - TALKGROUP
1

TEST

Step 1. Select TALKGROUP 1 on
CONSOLE-1.

Step 2. Select Alert Tone 1 and depress the
Alert Tone button.

Step 3. Verify that RADIO-1 and RADIO-2
hear Alert Tone 1.

Step 4. Repeat Steps 2-3 for Alert Tone 2
and 3.

Pass _____ Fail _____



15 Default Alert Tones available for transmission

DESCRIPTION

This test demonstrates momentary transmission of the alert tones. It also demonstrates the availability of 15 default tones for transmission

SETUP

RADIO-1 – TALKGROUP 1 CONSOLE-1 –
TALKGROUP 1
CONSOLE-2 – TALKGROUP 1

TEST

Step 1. Configure CONSOLE-1 for default alert tone transmission.

Step 2. Observe that 15 default alert tones are present.

Step 3. Observe that the alert tones can be selected from the alert tone pull down.

Step 4. Observe that the alert tones can be selected from the alert tone buttons.

Step 5. Observe that the tool tip pops up when the mouse is placed over an alert tone button.

Step 6. Transmit from any alert tone from 1 to 15 for alert tone transmission.

Step 7. Observe the alert tone can be heard both by RADIO-1 and CONSOLE-2.

Pass ___ Fail ___

Call Alert

DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 - TALKGROUP 1

TEST

Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window. Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.

Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown. Step 4. Turn off RADIO-1.

Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.

Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass ___ Fail ___



Console Initiated Private Call to Subscriber

DESCRIPTION

Private Conversation is a selective calling feature which allows a dispatcher or radio user to carry on one- to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 1 CONSOLE-1 - TALKGROUP
1

TEST

Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.

Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)

Step 3. Click the Send button.

Step 4. Answer the Private Call with RADIO-1 and respond to the console.

Step 5. Verify RADIO-2 does not hear the private conversation.

Step 6. After completing the Private Call, return to the normal talkgroup mode.

Pass _____ Fail _____



Console Initiated Secure Private Call to Subscriber

DESCRIPTION

Private Conversation is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. The test will demonstrate the ability to initiate/receive secure private calls by the Console/Radio.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 1 CONSOLE-1 - TALKGROUP
1

TEST

Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile, set it to the secure mode and click the Private Call function.

Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)

Step 3. Click the Send button.

Step 4. Answer the Private Call with RADIO-1 and respond to the console. \

Step 5. Verify RADIO-2 does not hear the private conversation.

Step 6. After completing the Private Call, return to the normal talkgroup mode.

Step 7. After completing the Private Call, return to the normal talkgroup mode.

Pass _____ Fail _____



Console Initiated Private Call to a Console

DESCRIPTION

Private Conversation is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site. MCC 7100/7500 Console can use the feature to communicate with another MCC 7100/7500 Console in the same or another Console Site.

Private call between the two Consoles is supported for MCC 7100/7500 Consoles only.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 -
TALKGROUP 1 CONSOLE-2 - TALKGROUP
1
CONSOLE-3 - TALKGROUP 1

TEST

Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.

Step 2. Select the numeric keypad.

Step 3. Using the displayed keypad enter the unit ID to be Private Called (CONSOLE-2) or select CONSOLE-2 from the drop down list (if listed).

Step 4. Click the Send button.

Step 5. At CONSOLE-2, answer the Private Call from CONSOLE-1 and verify CONSOLE-2 is able to hear the CONSOLE-1 audio. Also verify that the CONSOLE-1 can hear the CONSOLE-2 audio.

Step 6. Verify that RADIO-1 and CONSOLE-3 do not hear the audio for the Private Call.

Step 7. Verify that no site resources are used as this is an IP based call from Console user to Console user.

Step 8. End the Private Call.

Pass _____ Fail _____

Console Priority

DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 1 CONSOLE-1 - TALKGROUP
1

TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass _____ Fail _____



Sending an Alert Tone to Patch Members

DESCRIPTION

A console has the ability to send an Alert-Tone to all the members in a patch.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 &
TALKGROUP 2

TEST

Step 1. Using CONSOLE-1, create a patch between TALKGROUP 1 and TALKGROUP 2.

Step 2. Verify communications between RADIO-1 and RADIO-2.

Step 3. Using CONSOLE-1, send an Alert-Tone to PATCH-1.

Step 4. Verify that RADIO-1 and RADIO-2 hear the Alert-Tone.

Pass _____ Fail _____



Alert Tone with Talk Extend

DESCRIPTION

This test will demonstrate that the dispatch console is able to transmit Alt-Tone on a trunking resource during the tone generation period.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-1 - SITE - SITE 1

SITE-1 - ZONE 1

CONSOLE-1 -TALKGROUP 1 CONSOLE-1 - SITE - CONSITE 1

TEST

Step 1. Send an Alert tone from CONSOLE-1.

Step 2. Verify that RADIO-1 hears the Alert tone from CONSOLE-1

Step 3. Key up general transmit by using CONSOLE-1's mike or foot switch

Step 4. Verify that RADIO-1 hears audio from CONSOLE-1 during the Alert Tone Talk Extend period.

Pass _____ Fail _____



Channel Marker

DESCRIPTION

A Channel Marker is a distinct, short duration, audible tone over radio and Console speakers. The tone is initiated and cancelled by a console operator.

The tone can be initiated only for the talkgroups or conventional channels. On initiation, it is generated periodically when there is no voice activity. The tone can be used for various purposes. The primary purpose of the tone is to inform radio users that the conventional channel or the trunked talkgroup is currently involved in a high priority situation and they should stay off the channel unless they are involved in the high priority situation. The tone also informs the users that a console operator is actively monitoring the talkgroup.

Note that the Channel Marker tone will only start when there is no voice activity for the selected Talkgroup or conventional channel. The channel Marker tone is sent in a current transmission mode of the Console user.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 -
TALKGROUP 1
CONSOLE-1 - TALKGROUP 1 CONSOLE-2 -
TALKGROUP 1

TEST

Step 1. Initiate a Channel Marker tone on TALKGROUP 1 from CONSOLE-1.

Step 2. Verify RADIO-1 and RADIO-2 can monitor the Channel Marker tone on TALKGROUP 1.

Step 3. Verify CONSOLE-1 and CONSOLE-2 also monitor the Channel Marker tone on TALKGROUP 1.

Step 4. Initiate a call from RADIO-1 and continue to key longer than the preset Channel Marker tone period for TALKGROUP 1.

Step 5. Verify while RADIO-1 is keyed, the Channel Marker tone is suppressed.

Step 6. Verify after RADIO-1 de-keys, the periodic Channel Marker tone continues to be transmitted on TALKGROUP 1.

Step 7. Cancel the Channel Marker on TALKGROUP 1 from CONSOLE-1.

Step 8. Verify the Channel Marker is no longer monitored on TALKGROUP 1.

Pass ___ Fail ___

Acoustic Crossmute—Mute Speaker and Headset

DESCRIPTION

Acoustic crossmuting means that selected operator positions will not hear outbound transmissions from operator positions with which they are cross-muted. This feature is used when operator positions are located in the same dispatch site.

This test case verifies operation when the Acoustic Cross Mute RF Cross Mute Scope parameter is set to "Speaker and Headset". When configured as such Acoustic Crossmute causes the muting of both the speakers and headset.

The consoles under test can be either the MCC 7500 or the MCC 7100.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 -
TALKGROUP 1 CONSOLE-2 - TALKGROUP
1 CONSOLE-3 - TALKGROUP 1 CONSOLE-4
- TALKGROUP 1

TEST

Step 1. Verify Acoustic Crossmute is not configured for CONSOLE-1 and CONSOLE-2.

Step 2. Select TALKGROUP 1 resource on CONSOLE-1 and CONSOLE-2

Step 3. Without Acoustic Crossmute configured, with the select speakers of CONSOLE-1 and CONSOLE-2 turned to maximum volume, initiate a call on TALKGROUP 1 using CONSOLE-1.

Step 4. Confirm feedback is heard on the operator positions and RADIO-1 hears feedback on TALKGROUP 1.

Step 5. Turn the volume to minimum on CONSOLE-1 and CONSOLE-2.

Step 6. Verify Acoustic Crossmute is configured for CONSOLE-3 and CONSOLE-4 and that the Acoustic Cross Mute RF Cross Mute Scope parameter is set to "Speakers and Headset" for CONSOLE-4.

Step 7. Select TALKGROUP 1 resource on CONSOLE-3 and CONSOLE-4.

Step 8. With Acoustic Crossmute configured, with the select speakers of CONSOLE-3 and CONSOLE-4 turned to maximum volume, initiate a call on TALKGROUP 1 using CONSOLE-3.

Step 9. Verify no feedback is heard at CONSOLE-3 and CONSOLE-4 and that RADIO-1 doesn't hear any feedback on TALKGROUP 1.

Step 10. Plug a headset into CONSOLE-4 and verify that TALKGROUP 1 audio is not heard in the headset.

Pass ___ Fail ___

Inbound Event Display (Purchased Option)

DESCRIPTION

Inbound Event Display (IED) is available to address the need for a call-based console in which operators can manage received trunked and conventional radio messages (i.e. Request-to-talk [RTT]) in quiet mode (all volume levels down/set at zero). IED is a floating window developed as part of the Elite Dispatch application. Event sorting & filtering can be configured in the Elite Administration (Admin) application.

SETUP

RADIO-1 - SITE 1 - TALKGROUP 1 RADIO-2
- SITE 2 - TALKGROUP 2 RADIO-3 - SITE 3 -
TALKGROUP 3

CONSOLE-1 - TALKGROUP 1, TALKGROUP
2, TALKGROUP 3
CONSOLE-2 - TALKGROUP 1, TALKGROUP
2, TALKGROUP 3

TEST

Step 1. Send in a "Request To Talk" message from RADIO-1, RADIO-2, and RADIO-3.

Step 2. Verify that CONSOLE-1 and CONSOLE-2 display the messages in their Inbound Event (IE) Display.

Step 3. Acknowledge the first message with CONSOLE-1. Verify that the first message is removed from CONSOLE-2.

Step 4. Initiate a call from CONSOLE-1 to the subscriber using the CCW in the IE Display. Verify communications.

Step 5. Acknowledge the second and third message on CONSOLE-2. Verify that these messages are removed from the other operators' queues.

Step 6. Verify that the second message is placed on hold and not deleted from CONSOLE-2's queue.

Step 7. Initiate a call from CONSOLE-2 to the subscriber using the CCW in the IE Display. Verify communications. Repeat for RADIO-3.

Step 8. Delete all messages using the Delete All button.

Pass ___ Fail ___



Alert Tone with Talk Extend in Secure Mode

DESCRIPTION

This test will demonstrate that the dispatch console (which is in secure mode) is able to transmit Alt-Tone on a trunking resource during the tone generation period.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-1 - SITE - SITE 1

TG-1 - Crypto Key - CKR1

SITE-1 - ZONE 1

CONSOLE-1 -TALKGROUP 1 CONSOLE-1 - SITE - CONSITE 1

TEST

Step 1. Send an Alert tone from CONSOLE-1.

Step 2. Verify that RADIO-1 hears the Alert tone from CONSOLE-1.

Step 3. Key up general transmit by using CONSOLE-1's mike or foot switch

Step 4. Verify that RADIO-1 hears audio from CONSOLE-1 during the Alert Tone Talk Extend period.

Pass ___ Fail ___



Console Tactical/Normal Priority

DESCRIPTION

The Tactical/Normal Priority feature is initiated at the console operator position and provides the dispatcher with the ability to change the priority for a particular talkgroup. When selected, a higher priority level (level 2) is assigned to the talkgroup. This overrides the priority level set in the system manager. Only emergency calls have a higher priority than tactical.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2 RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 3 RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 1 RADIO-4 - SITE - SITE 1
RADIO-5 - TALKGROUP 2 RADIO-5 - SITE - SITE 1
RADIO-6 - TALKGROUP 3 RADIO-6 - SITE - SITE 1
RADIO-7 - TALKGROUP 4 (If testing with TDMA mode) RADIO-7 - SITE - SITE 1
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2, and TALKGROUP 3

Note: The priority level for the talkgroups selected should be the same.

TEST

Step 1. Simulate a busy system by disabling all voice paths except for one at SITE 1. (If this is a TDMA site, it will be necessary to have a call in progress with RADIO-7 for the duration of the test.)

Step 2. Initiate a Talkgroup Call with RADIO-1 and observe it is received by RADIO-4. Keep this call in progress until instructed to end the call.

Step 3. Key RADIO-2 and observe that the radio receives a busy. Key RADIO-3 and observe that the radio receives a busy.

Step 4. End the talkgroup call established in step 2. Verify RADIO-2 receives the first callback and make a call to RADIO-5 upon receipt of the callback indication.

Step 5. End the call between RADIO-2 and RADIO-5. Verify that RADIO-3 receives a call back and is able to communicate with RADIO-6.

Step 6. Enable Tactical Priority for TALKGROUP 3 from CONSOLE-1. Initiate a Talkgroup Call with RADIO-1 and observe that it is received by RADIO-4. Keep this call in progress until instructed to end the call.

Step 7. Key RADIO-2 and observe that the radio receives a busy then key RADIO-3 and observe that the radio receives a busy.

Step 8. End the Talkgroup Call established by RADIO-1. Verify RADIO-3 now receives the first callback and is able to communicate with RADIO-6.

Step 9. End the call between RADIO-3 and RADIO-6. Verify that RADIO-2 receives a call back and is able to communicate with RADIO-5.

Step 10. Disable Tactical Priority for TALKGROUP 3.

Pass Fail

Supervisory Control

DESCRIPTION

Supervisor Console transmissions take priority over those of all other operators. This means that the supervisor can take control of a resource from an operator with lower priority. By using the Instant Transmit button, the supervisor can access any resource immediately, regardless of other operator activity on that channel. When the supervisor takes control of a channel from another operator, audio is heard from the speakers at all operator positions that are not acoustically cross muted. The Console Operators may override subscriber audio being transmitted on the system. The Console Supervisor position may override all other console positions.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-1 - SITE - SITE 1
CONSOLE-1 - TALKGROUP 1, Supervisor position
CONSOLE-2 - TALKGROUP 1, Non-supervisory position

TEST

- Step 1. Set up two dispatch positions on the same talkgroup; one must be the Supervisor position. Step 2. Initiate transmit from CONSOLE-2 on TALKGROUP 1. Step 3. Verify that RADIO-1 receives the CONSOLE-2 audio.
- Step 4. While continuing to transmit at CONSOLE-2, transmit on the same channel on CONSOLE-1 using the Instant Transmit Key for TALKGROUP 1.
- Step 5. Verify that RADIO-1 receives CONSOLE-1 (Supervisor) audio and that the CONSOLE-1 audio is also heard at CONSOLE-2.

Pass ___ Fail ___

Acoustic Crossmute—Mute Speaker Only

DESCRIPTION

Acoustic crossmuting means that selected operator positions will not hear outbound transmissions from operator positions with which they are cross-muted. This feature is used when operator positions are located in the same dispatch site.

This test case will demonstrate operation when the Acoustic Cross Mute RF Cross Mute Scope parameter is set to the default value of "Speaker". When configured as such Acoustic Crossmute causes the muting of the speakers only.

The consoles under test can be either the MCC 7500 or the MCC 7100.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 -
TALKGROUP 1
CONSOLE-2 - TALKGROUP 1 CONSOLE-3 -
TALKGROUP 1 CONSOLE-4 - TALKGROUP
1

The Consoles are located within the same dispatch site.

TEST

Step 1. Verify Acoustic Crossmute is not configured for CONSOLE-1 and CONSOLE-2. Step 2. Select TALKGROUP 1 resource on CONSOLE-1 and CONSOLE-2

Step 3. Without Acoustic Crossmute configured, with the select speakers of CONSOLE-1 and CONSOLE-2 turned to maximum volume, initiate a call on TALKGROUP 1 using CONSOLE-1.

Step 4. Confirm feedback is heard on the operator positions and RADIO-1 hears feedback on TALKGROUP 1.

Step 5. Turn the volume to minimum on CONSOLE-1 and CONSOLE-2.

Step 6. Verify Acoustic Crossmute is configured for CONSOLE-3 and CONSOLE-4 and that the Acoustic Cross Mute RF Cross Mute Scope parameter is set to the default value of "Speakers" for CONSOLE-4.

Step 7. Select TALKGROUP 1 resource on CONSOLE-3 and CONSOLE-4.

Step 8. With Acoustic Crossmute configured, with the select speakers of CONSOLE-3 and CONSOLE-4 turned to maximum volume, initiate a call on TALKGROUP 1 using CONSOLE-3.

Step 9. Verify no feedback is heard at CONSOLE-3 and CONSOLE-4 and that RADIO-1 doesn't hear any feedback on TALKGROUP 1.

Step 10. Plug a headset into CONSOLE-4 and verify that TALKGROUP 1 audio is heard in the headset.

Pass ___ Fail ___

Inbound Event Display for Handling Emergency Events

DESCRIPTION

Inbound Event Display (IED) provides the capability to handle inbound radio events in a call-based fashion. The IED is an optional GUI on the MCC 7100/7500 consoles. The console IED can handle inbound trunked and conventional Emergency Alarm events. Event sorting and filtering can be configured in the Elite Admin application. IED is a purchasable option.

SETUP

RADIO-1 - SITE 1 - TALKGROUP 1 RADIO-2
- SITE 2 - TALKGROUP 2 RADIO-3 - SITE 3 -
TALKGROUP 3

CONSOLE-1 - TALKGROUP 1, TALKGROUP
2, TALKGROUP 3
CONSOLE-1 - TALKGROUP 1, TALKGROUP
2, TALKGROUP 3

Note: It is assumed that the Elite Admin is configured to put the previously acknowledged event on hold when a different event is acknowledged from the IED. (This is the default configuration.)

TEST

Step 1. Send in an Emergency Alarm from RADIO-1, RADIO-2, and RADIO-3.

Step 2. Verify that all consoles display the messages in their Inbound Event Display with visual indication. Verify emergency tone is generated at CONSOLE-1 and CONSOLE-2.

Step 3. Acknowledge the first message with CONSOLE-1. Verify that the first message is removed from the other operator position's IED.

Step 4. Initiate a call from CONSOLE-1 to RADIO-1 using the Preview Tile in the IED. Verify communications.

Step 5. Acknowledge the second and third messages on CONSOLE-2. Verify that these messages are removed from the other operator position's IED. Verify emergency tone ends on the consoles.

Step 6. Verify that the second message is placed on hold and not deleted from CONSOLE-2's IED.

Step 7. Initiate a call from CONSOLE-2 to RADIO-3 using the Preview Tile in the IED. Verify communications. Repeat for RADIO-2 after re-acknowledging the message received from RADIO-2.

Step 8. Delete all messages using the Delete All button.

Pass ___ Fail ___

Remote Monitor

DESCRIPTION

Remote Monitor from Console is a call type in which the console operator can select and remotely key a subscriber unit. This allows the dispatcher to monitor the transmit audio remotely and without detection. This feature is useful in situations where the subscriber unit has been stolen, or there is a need to determine if the radio user is incapacitated and cannot activate a PTT (i.e. an officer has been injured or is under duress). The radio being monitored will not show any sign of being keyed up. This test can be run in secure or clear mode on a trunked 9600 or 3600 site.

SETUP

RADIO-1 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1

TEST

Step 1. Put RADIO-1 into Remote Monitor via the Remote Monitor tile on the CONSOLE-1.

Step 2. Verify that RADIO-1 keys up without any transmit indication.

Step 3. Verify any audio is heard by RADIO-2 and CONSOLE-1.

Step 4. Wait 30 seconds and verify that RADIO-1 dekeys.

Pass Fail

Activity Log

DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC 7500\MessageMonitorLogs.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-2 – TALKGROUP 2
RADIO-3 – TALKGROUP 3
RADIO-4 – TALKGROUP 4
CONSOLE-1 – TALKGROUP 1,
TALKGROUP 2, TALKGROUP 3,
TALKGROUP 4

TEST

Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.

Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.

Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.

Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass ___ Fail ___



Alert Tone Transmission-Latched

DESCRIPTION

This test demonstrates the latched transmission of alert tones. Latched transmissions can be initiated with a single alert tone button push.

SETUP

RADIO-1 – TALKGROUP 1

CONSOLE-1 – TALKGROUP 1

TEST

Step 1. Configure CONSOLE-1 for latched alert tone transmission.

Step 2. Select an alert tone for latched transmission via single button push.

Step 3. Observe the alert tone continues to be heard on RADIO-1 when the alert tone button is no longer being pushed

Step 4. During the latched transmission of an alert tone, select the alert tone button again.

Step 5. Observe the alert tone transmission stops after the alert tone button is released.

Step 6. Select an alert tone for latched transmission via single button push.

Step 7. Observe the alert tone continues to be heard on RADIO-1 to completion of the alert tone wave file.

Pass ___ Fail ___



Customizing Alert Tone Transmission

DESCRIPTION

This test demonstrates the capability to customize the alert tones and have different alert tones on different consoles.

SETUP

Two consoles to show different alert tones for the same alert number

RADIO-1 – TALKGROUP 1 CONSOLE-1 –
TALKGROUP 1 CONSOLE-2 –
TALKGROUP 1

The .wav file must have the following attributes:

- The file has .wav extension;
- The audio is sampled at 8 ksps;
- The audio is mono (single channel);
- The audio samples are 16-bit PCM;
- The audio is longer than 20 milliseconds but shorter than five minutes.
- Motorola recommends the .wav file have an average level of -28 dBov to achieve the desired system output level of -22 dBm0.

TEST

Step 1. Configure CONSOLE-1 and CONSOLE-2 for alert tone transmission.

Step 2. Create a customized alert tone wav file with Audacity.

Step 3. Save the wave file following specified audio file parameters and filename for a given alert tone (for example alert tone 14).

Step 4. Copy the wav file to the specified location in CONSOLE-1.

Step 5. Transmit alert tone 14 (the customized alert tone) on CONSOLE-1.

Step 6. Observe the new created alert tone is heard on RADIO-1.

Step 7. Create and save a different alert tone wave file for alert tone 14.

Step 8. Copy the wav file to the specified location on CONSOLE-2.

Step 9. Transmit alert tone 14 (the customized alert tone) on CONSOLE-2.

Step 10. Observe the newly created alert tone is heard on RADIO-1 and that the alert tone for alert tone 14 is different for the different consoles.

Pass ___ Fail ___



Channel Control Volume

DESCRIPTION

The Channel Control Volume feature ensures that dispatchers do not accidentally turn the audio volume of a radio resource on their dispatch positions down so low that they can't hear it. This feature maintains a configured lower limit for the resources volume setting.

This test can be run on MCC7100 and MCC 7500 consoles.

This test can be run on Analog, MDC-1200, Digital, or Mixed Mode conventional resources. This test can also be run on Trunking resources.

SETUP

On CONSOLE-1 configure TALKGROUP 1 to have a minimum volume level of 4. RADIO-1 – TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

TEST

Step 1. Select the TALKGROUP 1 Resource window on CONSOLE-1.

Step 2. Initiate a TALKGROUP 1 call using RADIO-1.

Step 3. Observe that RADIO-1's audio comes out from the SELECT speaker of CONSOLE-1 in full volume.

Step 4. Try to adjust TALKGROUP 1's volume to its lowest level by means of the mouse.

Step 5. Observe that the volume level is not allowed to go lower than the configured minimum level and that the audio in the select speaker is lower in volume, but can still be heard.

Pass ___ Fail ___

Select Audio Speaker Enable

DESCRIPTION

This feature causes the select audio that is heard in a console's headset to also be played out the console's select speaker. This feature is used so other people (supervisors, administrators, trainers, etc) can listen to the radio audio the dispatcher is hearing in their headset earpieces via the "select speaker" on the dispatch position.

The console under test can be either the MCC 7500 or the MCC 7100.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 -
TALKGROUP 1

TEST

Step 1. Verify CONSOLE-1 audio routing is configured for Headset only for TALKGROUP 1.

Step 2. Select TALKGROUP 1 resource on CONSOLE-1.

Step 3. Plug a Headset into CONSOLE-1.

Step 4. Initiate a call on TALKGROUP 1 using RADIO-1.

Step 5. Verify that RADIO-1 audio is heard in CONSOLE-1's headset but not in its Select speaker. End the call on TALKGROUP 1 using RADIO-1.

Step 6. Verify CONSOLE-1 audio routing is configured for Headset and Speakers for TALKGROUP 1.

Step 7. Initiate a call on TALKGROUP 1 using RADIO-1.

Step 8. Verify that RADIO-1 audio is heard in CONSOLE-1's headset and in its Select speaker.

Pass _____ Fail _____

Treat Emergency Call as Normal PTT Call-Trunking

DESCRIPTION

For each resource the Console can be configured to visually and audibly ignore Emergencies. When configured to do so the Console ignores Emergency Alarms and treats Emergency Calls as normal PTTs. This test can be run on MDC-1200 channels, Digital Conventional channels, or Trunking resources.

SETUP

CONSOLE-1 is configured to visually (and audibly) ignore Emergencies on TALKGROUP 1
CONSOLE-2 - TALKGROUP 1
RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1

TEST

Step 1. Select the TALKGROUP 1 Radio Resource.

Step 2. Initiate an Emergency Alarm from RADIO-1 by pressing and holding the emergency button.

Step 3. Observe that CONSOLE-1 does not display the Emergency Alarm nor does it play a continuous emergency tone for the Emergency Alarm. Observe that CONSOLE-2 does display the Emergency Alarm and it plays the continuous emergency tone for the Emergency Alarm.

Step 4. Observe the Activity Log for CONSOLE-1 does not display the text "Emerg Alarm" or "Emerg Call". Observe the Activity Log for CONSOLE-2 does display the text "Emerg Alarm".

Step 5. Using RADIO-1, initiate an Emergency Call by depressing the PTT button.

Step 6. Observe that RADIO-2 displays "EMERGENCY CALL" along with "RADIO-1".

Step 7. Observe that CONSOLE-1 displays RADIO-1's call as a normal PTT call (not as an Emergency Call). Observe that CONSOLE-2 displays RADIO-1's call as an Emergency Call.

Step 8. End the Emergency Call voice transmission on RADIO-1 and clear the emergency on RADIO-1 by pressing and holding the emergency button.

Pass ___ Fail ___



ATP Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

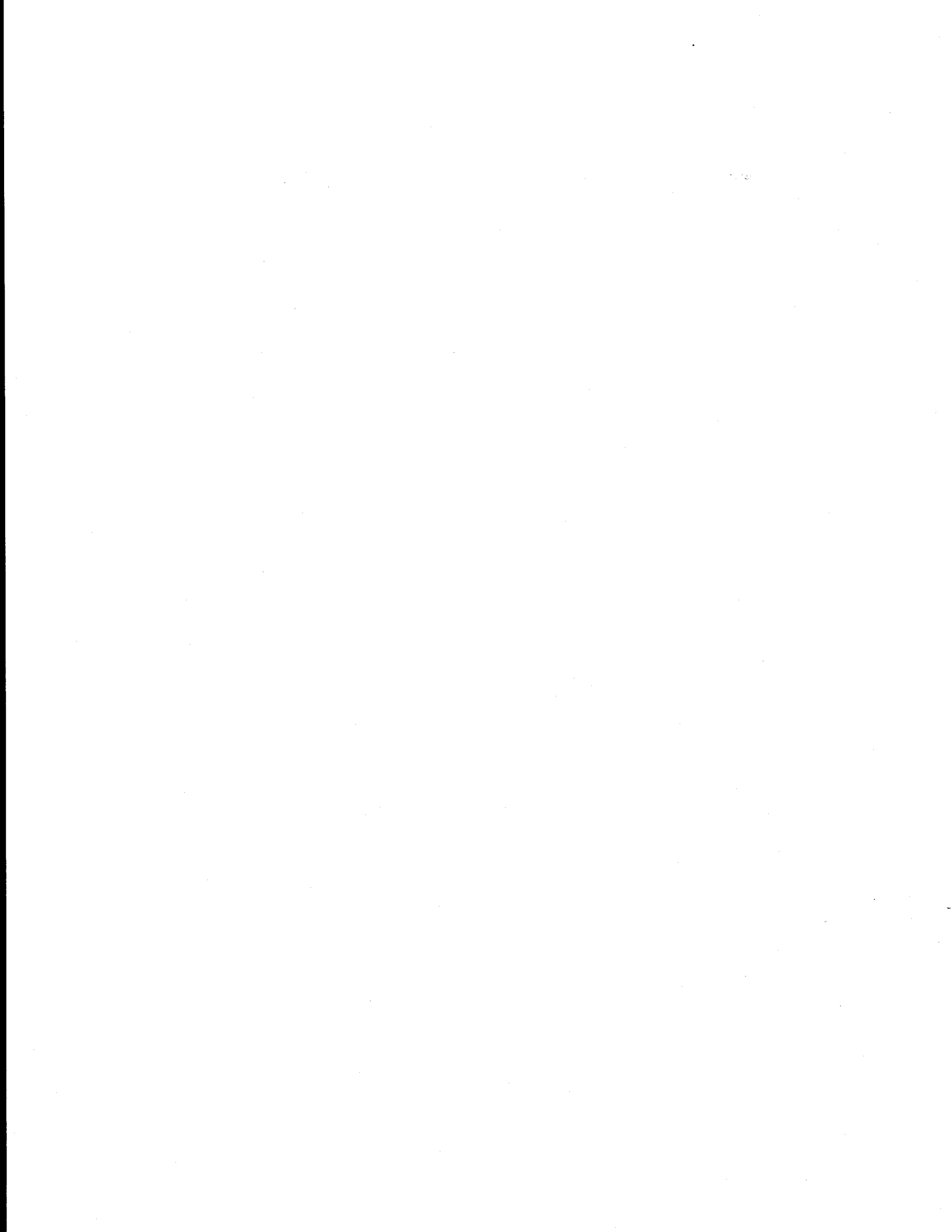
Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Please Print Title: _____



SECTION 8

CONTRACT

Please see the following pages for the Communications System Agreement (CSA).

Department of Homeland Security and Emergency Management
MCC 7500 Dispatch Consoles
Control No. PS-000061533

April 4, 2016
Use or disclosure of this proposal is subject
to the restrictions on the cover page.



Motorola Solutions Confidential Restricted

Contract 8-1

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Department of Homeland Security and Emergency Management ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Pricing Summary" and "Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated April 2015.
C-2	"Equipment List" dated April 2015.
C-3	"Statement of Work" dated April 2015.
C-4	"Acceptance Test Plan" or "ATP" dated April 2015.
C-5	"Performance Schedule" dated April 2015.
Exhibit D	Service Statement(s) of Work
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges, and including post warranty maintenance and support ("Maintenance Plan") described in Exhibit B.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.



- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until completion of the Maintenance Plan.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment,

warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Maintenance Plan, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statements of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services not included in the Maintenance Plan, the description of and pricing for the services will be set forth in a separate document. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those other maintenance and support services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. A Pricing Summary is included with the Payment Schedule in Exhibit B. Motorola has priced the services, Software, and Equipment as an integrated system. A change in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent

conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **Motorola Software Warranty.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional

engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 **LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any commercial loss; inconvenience; loss of use, Time, DATA, GOOD WILL, REVENUES, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 **CONFIDENTIALITY AND PROPRIETARY RIGHTS**

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 **GENERAL**

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which

consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Law Department
1303 East Algonquin Road, 8th Floor
Schaumburg, IL 60196
fax: (847) 576-0721

Customer
Attn: _____

fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although

Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.



The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will

use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,



trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this

Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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



13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PRICING SUMMARY AND PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



Exhibit C
TECHNICAL AND IMPLEMENTATION DOCUMENTS

April 4, 2016
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

8-20 Contract

Department of Homeland Security and Emergency Management
MCC 7500 Dispatch Consoles
Control No. PS-000061533

Motorola Solutions Confidential Restricted



Exhibit D

SERVICE STATEMENT(S) OF WORK



Exhibit E

SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 2

Schedule of Compensation

Exhibit 2

SCHEDULE OF COMPENSATION

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

Dept of Homeland Security and Emergency Management- MCC7500 Dispatch Consoles Project

Total \$1,053,527.00

1. 100% invoiced upon shipment of equipment

Cook County Sheriff's Department- P25 Radio System Upgrades

Total \$10,500,111.85

1. 5% of the Total Price due upon contract execution;
2. 45% of the Total Price due upon shipment of equipment;
3. 25% of the Total Price due upon installation of equipment;
4. 15% of the Total Price upon system acceptance or start of beneficial use; and
5. 10% of the Total Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Subscribers for Clerk of Circuit Court and Juvenile Temporary Detention Center

\$1,201,770.89 Juvenile Temporary Detention Center

\$64,385.00 Clerk of Circuit Court

Total \$1,266,155.89

Subscribers will be billed separately upon shipment to customer designated ship-to location.

For Annual Maintenance Support Plan (based on initial System design), if applicable

Customer will be invoiced annually in advance of each period.

PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to CCDHSEM:

Total Radio Infrastructure Equipment Cost: \$370,272.00

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93 and 94.

Total Labor and Engineering for Radio Infrastructure: \$340,578.00

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93 and 94.

Total Dispatch Furniture Cost: \$63,887.00

Covered under City of Chicago Contract #110054 - PDF pages 84 and 94.

Total CAD Software Cost: \$63,282.00

Covered under City of Chicago Contract #110054 - PDF pages 85 and 93.

Total Labor and Infrastructure for Verizon BDA: \$42,787.00

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93 and 94.

Total Price for ERC North PTP49600 Equipment: \$20,655.00

Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93..

Total Labor and Engineering for PTP49600 Link: \$14,788.00

Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93.

Total Ham Radio Equipment: \$31,374.00

Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93.

Total Ham Radio Labor for Antenna Installation: \$25,700.00

Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93.

Post Warranty Service	
Year 2	\$18,859
Year 3	\$19,630
Year 4	\$20,433
Year 5	\$21,282
Years 2-5 Total	\$80,204

Project Grand Total

\$1,053,527.00

Pricing is based on State of IL STARCOM21 Contract pricing.



PRICING SUMMARY

1.1 PRICING SUMMARY

Description	Contract Pricing	Total	Annual Maintenance Year 2	3 Year Maintenance	10 Year Maintenance	Description
Jail Infrastructure Upgrade	\$679,734.00	\$543,788.00	No Change in Maintenance	N/A	N/A	Covered under City of Chicago Contract 110054 PDF pags. 84, 85, 89, 93, 94. Convert Jail to 12 TDMA DDM/TDMA Channels; Existing customer antenna equipment will be reused.
Cook County P25 Loyalty Discount	\$(67,973.00)	—	—	—	—	
Cook County Equipment Trade In	\$(67,973.00)	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$543,788.00	—	—	—	—	
Upgrade BDA Antenna Systems in Jail. Replacement of 17 jail BDA's including the replacement of antennas and lines. BDA's will be 700/800Mhz & TDMA compatible.	\$1,297,426.00	\$1,037,940.00	No Change in Maintenance	N/A	N/A	Covered under City of Chicago Contract 110054 PDF pags. 84, 85, 89, 93, 94. Replacement of 17 jail BDA's including the replacement of antennas and lines. BDA's will be 700/800Mhz & TDMA compatible.
Cook County P25 Loyalty Discount	\$(129,743.00)	—	—	—	—	
Cook County Equipment Trade In	\$(129,743.00)	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$1,037,940.00	—	—	—	—	
P25 Simulcast Channel Additions (4 Channels South, 2 Channels North) Includes FCC licensing. Backhaul will be on existing Cook County Microwave network. Includes engineering structural analysis of towers but does not include tower remediation if needed.	\$3,975,540	\$3,577,986.00	\$30,960.00	\$95,694.26	\$314,525.92	
Cook County P25 Loyalty Discount	\$(397,554.00)	—	—	—	—	Covered under City of Chicago Contract 110054 PDF pags. 84, 85, 89, 93, 94 Includes FCC licensing. Backhaul will be on existing Cook County Microwave network. Includes engineering structural analysis of towers but does not include tower remediation if needed.
Cook County Equipment Trade In – N/A	—	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$3,577,986.00	—	—	—	—	
MCC7500 Console Relocation & Addition for Des Plaines 911 Center Includes (3) additional MCC7500 console positions. Includes existing MCC7500 console relocation services when new Watson furniture is installed in the Des Plaines dispatch center.	\$274,746.00	\$219,798.00	\$2,774.52	\$8,746.67	\$34,910.85	
Cook County P25 Loyalty Discount	\$(27,474.00)	—	—	—	—	Covered under City of Chicago Contract 110054 PDF pags. 84, 89, 93, 94. Includes (3) additional MCC7500 console positions. Includes existing MCC7500 console relocation services when new Watson furniture is installed in the Des Plaines dispatch center.
Cook County Equipment Trade In	\$(27,474.00)	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$219,798.00	—	—	—	—	
R56 Grounding Services for Maywood Site	\$92,693.00	\$74,155.00	N/A	N/A	N/A	
Cook County P25 Loyalty Discount	\$(9,269.00)	—	—	—	—	Covered under City of Chicago Contract 110054 PDF pags. 84
Cook County Equipment Trade In	\$(9,269.00)	—	—	—	—	
* Prices valid only for total bulk contract purchase	\$74,155.00	—	—	—	—	
Additional Partner Discount	\$(25,000.00)	—	—	—	—	
Infrastructure Grand Total	\$5,428,667.00	—	\$33,734.52	\$104,440.93	\$349,436.77	

1.2 SUBSCRIBER PRICING SUMMARY

Covered under City of Chicago Contract 110054 PDF pgs. 84, 92, 93.

Item	Qty	Nomenclature	Description	Unit List	Extended List
1	800	H98UCF9PW6N	APX6000 DIGITAL PORTABLE RADIO (Model 2.5)	\$4,316.94	\$3,453,552.00
2	100	M25KSS9PW1N	APX6500 VHF MID POWER DASH MOUNT MOBILE	\$2,806.54	\$280,654.00
3	110	H51UCF9PW6N	APX4000 DIGITAL PORTABLE RADIO MODEL 2	\$3,244.27	\$356,869.70
4	1	T7537B	KVL4000 PDA SNAP-ON	\$2,970.45	\$2,970.45
5	800	PMLN5324	LEATHER CARRY CASE W/2.75" SWIVEL	\$30.95	\$24,760.00
6	100	NNTN7065	MULTI UNIT CHRAGER	\$543.72	\$54,372.00
7	800	PMMN4062	IMPRES RSM, NOISE CANCELLING	\$73.83	\$59,064.00
8	110	WPLN4232	IMPRES SUC	\$43.47	\$4,781.70
9	2020	Service	PROGRAMMING FOR APX SUBSCRIBERS	\$60.00	\$121,200.00
10	1010	Service	ENGRAVING FOR APX SUBSCRIBERS	\$60.00	\$60,600.00
11	3	Service	TEMPLATE FOR APX SUBSCRIBERS	\$500.00	\$1,500.00
12	1	DSHPSUBLAPTOP	PROGRAMMING LAPTOP	\$1,985.00	\$1,985.00
13	1	RVN5224AB	APX MOBILE / PORTABLE CPS	\$399.00	\$399.00
14	1	Service	COMPUTER CONFIGURATION	\$1,727.00	\$1,727.00
15	100	H97TGD9PW1N	APX7000 DIGITAL PORTABLE RADIO (Model 3.5)	\$6,158.56	\$615,856.00
16	100	PMMN4060	APX 24" PUBLIC SAFETY MIC	\$113.16	\$11,316.00
17	100	PMAF4002	APX 700/800 MHZ STUBBY ANTENNA	\$8.28	\$828.00
18	100	WPLN7080	IMPRES SINGLE UNIT CHARGER	\$86.25	\$8,625.00
19	100	NNTN7034	IMPRES HIGH CAPACITY BATTERY	\$111.78	\$11,178.00
20	1		COOK COUNTY P25 LOYALTY DISCOUNT	(\$793.00)	(\$793.00)
GRAND TOTAL APX SUBSCRIBERS AND ACCESSORIES					\$5,071,444.85
PROJECT GRAND TOTAL					\$10,500,113.85

1.3 PAYMENT SCHEDULE

Please see the following page for the Motorola Solutions Inc. payment schedule.

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

June 3, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1650-15538
Radio Equipment, Parts and Services
Sherriff's Department

Dear Ms. Andrews:

The following bid for the above-reference contract has been reviewed for compliance with the Minority and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the Ordinance.

Bidder: Motorola Solutions, Inc.
Contract Value: \$12,819,794.74
Contract Goal: 17.5% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Chicago Communications	WBE-7	Cook County	6.68% (Direct)
Quantum	MBE -6	City of Chicago	0.19% (Direct)
Chicago Communications	WBE-7	Cook County	<u>10.62% (Indirect)</u>
			17.50% Total

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/smp

cc: Toyla Rice, OCPO
Walter Klinger, Sheriff's Department

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)
- 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 below and the Letter(s) of Intent – Form 2).

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

NOTE: 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 60126
 E-mail: cglashagel@chicomm.com
 Contact Person: Cindy Glashagel Phone: 630-832-3311
 Dollar Amount Participation: \$ 856,834.96
 Percent Amount of Participation: 6.6837 %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Quantum Crossings
 Address: 111 E. Wacker Drive Ste 990, Chicago, IL 60601
 E-mail: rmartinez@quantumcrossings.com
 Contact Person: Roger Martinez Phone: 312-467-0065
 Dollar Amount Participation: \$ 49,485.28
 Percent Amount of Participation: 0.1930 (50% Credit Given Through 4/24/17) %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)
- 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 below and the Letter(s) of Intent – Form 2).

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

NOTE: 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 60126

E-mail: cglashagel@chicomm.com

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

Dollar Amount Participation: \$ 1,361,886.48

Percent Amount of Participation: 10.6233 %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Chicago Communications

Certifying Agency: Cook County

Contact Person: Cynthia Glashagel

Certification Expiration Date: 12/09/2019

Address: 200 Spangler Ave

Ethnicity: White

City/State: Elmhurst Zip: 60126

Bid/Proposal/Contract #: _____

Phone: 630-832-3311 Fax: 630-930-5302

FEIN #: 20-1672883

Email: cglashagel@chicomm.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Chicago Communications will be working both directly and indirectly for this contract.

Provide equipment installation and subscriber programming services.

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

Direct: \$856,834.96 (6.6837%) Indirect: \$1,361,886.48 (10.6233%) Payment Terms Net 60 days.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Cynthia A. Glashagel
Signature (M/WBE)

Pat Huges
Signature (Prime Bidder/Proposer)

Cynthia A Glashagel
Print Name

Pat Huges
Print Name

Chicago Communications
Firm Name

Motorola Solutions
Firm Name

5-13-2016
Date

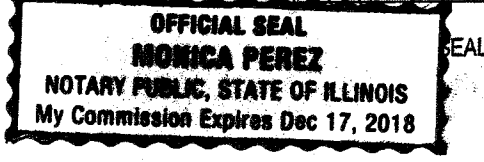
6/2/2016
Date

Subscribed and sworn before me
this 13 day of May, 2016.

Subscribed and sworn before me
this 6 day of JUNE, 2016.

Notary Public Michelle Trost

Notary Public Monica Perez





OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

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1st District

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2nd District

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LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

December 7, 2015

Ms. Cynthia Glashagel, Principal
Chicago Communications, LLC
200 Spangler Avenue
Elmhurst, IL 60126-1524

Annual Certification Expires: December 9, 2016

Dear Ms. Glashagel:

Congratulations on your continued eligibility for Certification as a **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **December 9, 2019**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days** prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Communications: Sales, Installation and Rental of Communication Equipment

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

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

Sincerely,

Jacqueline Gomez -24.

Jacqueline Gomez
Contract Compliance Director
JG/ek

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Quantum Crossings

Certifying Agency: City of Chicago

Contact Person: Roger Martinez

Certification Expiration Date: 4-1-2020

Address: 111 E. Wacker Drive Ste 990

Ethnicity: Hispanic

City/State: Chicago Zip: 60601

Bid/Proposal/Contract #: _____

Phone: 312-467-0065 Fax: _____

FEIN #: 36-4456428

Email: rmartinez@quantumcrossings.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Quantum will be working directly as negotiated with MSI for
this contract if awarded. Provide electrical grounding and services to the radio tower.

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

Direct: \$49,485.28 (Eligible for 50% Credit Through 4/24/17) = (.1930%) Payment Terms Net 60 Days.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Roger J. Martinez

Pat Hughes

Print Name

Print Name

Quantum Crossings

Motorola Solutions

Firm Name

Firm Name

6-1-2016

6/2/2016

Date

Date

Subscribed and sworn before me

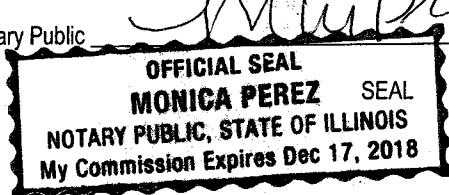
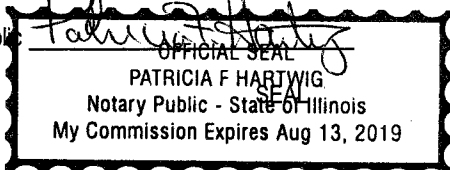
Subscribed and sworn before me

this 1st day of June, 2016.

this 2 day of June, 2016.

Notary Public

Notary Public





Cook County Government
M/WBE Reciprocal Certification Affidavit

Firm Name Quantum Crossings, LLC
Address 111 E. Wacker Dr. #990 City Chicago
County Cook State IL Zip 60601
Phone (312) 467-0065 Email rmartinez@quantumcrossings.com

I Roger J. Martinez, President & CEO
(Authorized Representative) (Print Title)
of Quantum Crossings, LLC do hereby affirm:
(Name of Firm)

1) Quantum Crossings, LLC is a Minority and/or Women Business Enterprise
(Name of Firm)

currently certified by the City of Chicago as: [] Black- [X] Hispanic- [] Asian- [] Woman-owned business.

2) With respect to Quantum Crossings, LLC, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2,210,847, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of Quantum Crossings, LLC
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (http://www.sba.gov/content/small-business-size-standards)

Upon penalty of perjury, I Roger J. Martinez affirm that, to the best of my
(Authorized Representative)

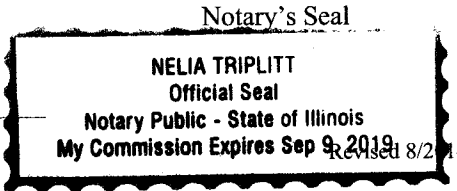
knowledge and belief, the information herein is true and accurate.

Signature Roger J. Martinez Title President & CEO Date 5/18/16

Subscribed and sworn to before me this 18 day of May, 2016
(Month) (Year)

[Signature]
(Notary's Signature)

My Commission Expires 9-9-2019





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY - 6 2015

Mr. Roger J. Martinez
Quantum Crossings, LLC.
111 E. Wacker Drive, Suite 990
Chicago, IL 60601

**RE: Notice of Determination of an Established Business Enterprise (EBE) for NAICS Code 238210---
Electrical Contractors and Other Wiring Installation Contractors**

Dear Mr. Martinez:

Congratulations! The City of Chicago has determined that Quantum Crossings, LLC. is an **Established Business Enterprise ("EBE")** for the following NAICS Code: **238210—Electrical Contractor and Other Wiring Installation Contractors**. An Established Business Enterprise is a business entity, which by virtue of its size and capacity for competing in the markets in which it operates, does not need to be a full participant in the Minority and Women-Owned Business Enterprise Program in order to effectuate the purposes of the Program.

While your firm may no longer receive continued eligibility as a certified MBE for the above stated NAICS Code, your firm may continue to be utilized for MBE credit in the above stated NAICS Code on any City of Chicago Bid, Request for Proposal (RFP), or Request for Qualification (RFQ), according to the following schedule:

1. From 4/24/2015 to 4/24/2016, your business will be considered a Participating Established Business Enterprise, and 75% of your business's participation in a City contract shall count for MBE participation.
2. From 4/24/2016 to 4/24/2017, your business will be considered a Participating EBE, and 50% of your business's participation in a City contract shall count for MBE participation.
3. From 4/24/2017 to 4/24/2018, your business will be considered a Participating EBE, and 25% of your business's participation in a City contract shall count for MBE participation.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

4. Effective 4/24/2018, your business will be considered a Non-Participating Established Business Enterprise, and it shall not be eligible to participate in the City's MBE/WBE/BEPD Procurement Program.

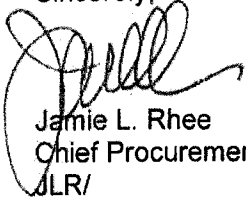
In addition, if you are currently performing on a subcontract, 100% of your business's participation shall continue to count for MBE participation. On future subcontracts, the participation percentage in effect on the date you enter into the subcontract agreement will remain locked in for the duration of the subcontract and will not decrease with each anniversary of the date of this notice.

Any Established Business Enterprise may reapply for certification at such time as it has information to show a significant change in its ownership, management, contractual relations, size, or in other functions bearing on its status as an established business.

The determination of being an Established Business Enterprise for the above stated NAICS Code will not prevent your firm from participating as a prime contractor or subcontractor on City of Chicago contracts. However, any contract work performed by your firm while it is a Non-Participating EBE pursuant to the schedule detailed above may not be applied to the attainment of MBE, WBE, or BEPD contract goals.

Once again, congratulations on your success, and thank you for doing business with the City of Chicago.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 17.5% Overall.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyl.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyl.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. 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).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570058028716 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBROG WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			T82641005169075	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-641-005169-015	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169085 All other states WC7641005169095 WI	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570058028716

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

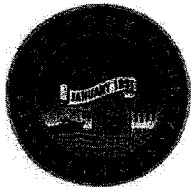
Re: Service Agreement. Cook County is included as Additional Insured with respect to the General Liability policy as per written, executed contract.

CERTIFICATE HOLDER**CANCELLATION**

Cook County Illinois Government 118 N. Clark Street, Room 1018 Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>

EXHIBIT 5

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	16-3324	Version:	1	Name:	Motorola Solutions Inc., Schaumburg, Illinois
Type:	Contract	Status:		Status:	Approved
File created:	5/18/2016	In control:		In control:	Board of Commissioners
On agenda:	6/8/2016	Final action:		Final action:	6/8/2016
Title:	PROPOSED CONTRACT				

Department(s): Department of Corrections (DOC), Department of Facilities Management (DFM), Department of Homeland Security and Emergency Management (DHSEM), Juvenile Temporary Detention Center (JTDC) and Clerk of Circuit Court(CCC)

Vendor: Motorola Solutions Inc., Schaumburg, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Radio equipment, parts and services

Contract Value: \$12,819,794.74

Contract period: 6/16/2016-6/15/2019 with two (2), one (1) year renewal options.

Potential Fiscal Year Budget Impact:

FY 2016: \$9,079,196.94 \$6,640,669.94; (239-521; \$5,552,462.65); (769-570; \$3,053,527.00 \$615,000.00); (200-521; \$361,651.40); (440-333; \$47,170.89); (529-570; \$64,385.00)

FY 2017: \$3,695,597.80 \$6,134,124.80; (DOC-\$580,597.80); (DHSEM-\$2,000,000.00 \$4,438,527.00); (JTDC- \$1,115,000.00)

FY 2018 \$20,000.00; (JTDC-\$20,000.00)

FY 2019 \$25,000.00; (JTDC-\$25,000.00)

Accounts: (1523909473-521), (769-570), (440-333), (440-570), (1552908906-570) and (1420008750-521)

Contract Number(s): 1650-15538

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance via direct and indirect participation.

The Chief Procurement Officer concurs.

Summary: The Departments of Corrections, Facilities Management, Homeland Security and Emergency Management, Juvenile Temporary Detention Center and Clerk of Circuit Court request authorization for the Chief Procurement Officer to enter and execute contract number 1650-15538 with Motorola Solutions, Inc. will provide radio equipment, parts and services, which includes delivery, installation and commission into service portable mobile and base station radio equipment along with parts, batteries, microphones, in-building repeaters, additional RF channels and console dispatch equipment to the Sheriff's Department of Corrections, the Department of Facilities management, Homeland Security and Emergency management, Juvenile Temporary Detention Center and Clerk of the Circuit Court of Cook County.

This is a Comparable Procurement pursuant to section 34-140 of the Cook county Procurement Code. Motorola was awarded a contract by the City of Chicago through a competitive Request for Proposal process. The above County Departments wish to leverage this procurement effort.

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/8/2016	1	Board of Commissioners	approved as amended	Pass

PROPOSED CONTRACT

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Emergency management, Juvenile Temporary Detention Center and Clerk of the Circuit Court of Cook County.

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Contract# 1650-15538

EXHIBIT 6

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: May 24, 2016
Total Bid or Proposal Amount: \$12,819,794.74	Contract Title: Cook County P25 Radio System Upgrades, Two-Way Radios, & DHSEM MCC7500 Consoles
Contractor: Motorola Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Quantum Crossings, LLC
Authorized Contact for Contractor: Chris Chisnell	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Roger Martinez
Email Address (Contractor): Chris.Chisnell@motorolasolutions.com	Email Address (Subcontractor): rmartinez@quantumcrossings.com
Company Address (Contractor): 1301 East Algonquin Road	Company Address (Subcontractor): 111 E. Wacker Drive Suite 990
City, State and Zip (Contractor): Schaumburg, IL 60196	City, State and Zip (Subcontractor): Chicago, IL 60601
Telephone and Fax (Contractor): 847-489-9379	Telephone and Fax (Subcontractor): 312-467-0374
Estimated Start and Completion Dates (Contractor): 6/8/2016 through 6/7/2019	Estimated Start and Completion Dates (Subcontractor): 6/8/2016 through 6/7/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Electrical & Grounding Services	\$49,485.28

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Motorola Solutions, Inc.

Name Chris Chisnell, Sr. Account Manager

Title *Chris Chisnell* Date May 24, 2016

Prime Contractor Signature _____ Date _____

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

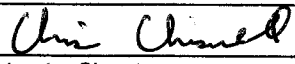
The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: May 24, 2016
Total Bid or Proposal Amount: \$12,819,794.74	Contract Title: Cook County P25 Radio System Upgrades, Two-Way Radios, & DHSEM MCC7500 Consoles
Contractor: Motorola Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Middle Atlantic Products, Inc.
Authorized Contact for Contractor: Chris Chisnell	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Steve Wittner
Email Address (Contractor): Chris.Chisnell@motorolasolutions.com	Email Address (Subcontractor): steve.wittner@middleatlantic.com
Company Address (Contractor): 1301 East Algonquin Road	Company Address (Subcontractor): 300 Fairfield Road
City, State and Zip (Contractor): Schaumburg, IL 60196	City, State and Zip (Subcontractor): Fairfield, NJ 07004
Telephone and Fax (Contractor): 847-489-9379	Telephone and Fax (Subcontractor): 973-839-1011
Estimated Start and Completion Dates (Contractor): 6/8/2016 through 6/7/2019	Estimated Start and Completion Dates (Subcontractor): 6/8/2016 through 6/7/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supply & Installation of 911 Dispatch Furniture	\$99,879.23

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Motorola Solutions, Inc.
 Name Chris Chisnell, Sr. Account Manager
 Title  Date May 24, 2016
 Prime Contractor Signature _____ Date _____

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: May 24, 2016
Total Bid or Proposal Amount: \$12,819,794.74	Contract Title: Cook County P25 Radio System Upgrades, Two-Way Radios, & DHSEM MCC7500 Consoles
Contractor: Motorola Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Installation Services, Inc.
Authorized Contact for Contractor: Chris Chisnell	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jim Vogel
Email Address (Contractor): Chris.Chisnell@motorolasolutions.com	Email Address (Subcontractor): jvogel@installationservices.com
Company Address (Contractor): 1301 East Algonquin Road	Company Address (Subcontractor): 427 Borden Avenue
City, State and Zip (Contractor): Schaumburg, IL 60196	City, State and Zip (Subcontractor): Sycamore, IL 60178
Telephone and Fax (Contractor): 847-489-9379	Telephone and Fax (Subcontractor): 815-991-9560
Estimated Start and Completion Dates (Contractor): 6/8/2016 through 6/7/2019	Estimated Start and Completion Dates (Subcontractor): 6/8/2016 through 6/7/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Radio Tower Work - Antenna & Coax Cable Installation	\$162,005.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Motorola Solutions, Inc.

Name Chris Chisnell, Sr. Account Manager

Title *Chris Chisnell* May 24, 2016

Prime Contractor Signature Date

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: May 24, 2016
Total Bid or Proposal Amount: \$12,819,794.74	Contract Title: Cook County P25 Radio System Upgrades, Two-Way Radios, & DHSEM MCC7500 Consoles
Contractor: Motorola Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: EMR Consulting, Inc.
Authorized Contact for Contractor: Chris Chisnell	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Sandra Black
Email Address (Contractor): Chris.Chisnell@motorolasolutions.com	Email Address (Subcontractor): sblack@emrconsults.com
Company Address (Contractor): 1301 East Algonquin Road	Company Address (Subcontractor): 8801 Sargent Road
City, State and Zip (Contractor): Schaumburg, IL 60196	City, State and Zip (Subcontractor): Indianapolis, IN 46256
Telephone and Fax (Contractor): 847-489-9379	Telephone and Fax (Subcontractor): 317-436-8877
Estimated Start and Completion Dates (Contractor): 6/8/2016 through 6/7/2019	Estimated Start and Completion Dates (Subcontractor): 6/8/2016 through 6/7/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Electrical & Grounding Services	\$84,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Motorola Solutions, Inc.
 Name Chris Chisnell, Sr. Account Manager
 Title *Chris Chisnell* Date May 24, 2016
 Prime Contractor Signature _____ Date _____

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY: <input type="radio"/> Disqualification <input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: May 24, 2016
Total Bid or Proposal Amount: \$12,819,794.74	Contract Title: Cook County P25 Radio System Upgrades, Two-Way radio, & DHSEM MCC7500 Consoles
Contractor: Motorola Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Chicago Communications LLC
Authorized Contact for Contractor: Chris Chisnell	Authorized Contact for Subcontractor/Supplier/ Subconsultant: John O'Brien
Email Address (Contractor): Chris.Chisnell@motorolasolutions.com	Email Address (Subcontractor): jobrien@chicomm.com
Company Address (Contractor): 1301 East Algonquin Road	Company Address (Subcontractor): 200 Spangler Avenue
City, State and Zip (Contractor): Schaumburg, IL 60196	City, State and Zip (Subcontractor): Elmhurst, IL 60126
Telephone and Fax (Contractor): 847-489-9379	Telephone and Fax (Subcontractor): 630-832-3311
Estimated Start and Completion Dates (Contractor): 6/8/2016 through 6/7/2019	Estimated Start and Completion Dates (Subcontractor): 6/8/2016 through 6/7/2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Two-Way Radio Equipment Installation & Programming Services	\$856,834.96

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Motorola Solutions, Inc.
 Name Chris Chisnell, Sr. Account Manager
 Title *Chris Chisnell* May 24, 2016
 Prime Contractor Signature Date

Contract# 1650-15538

EXHIBIT 7

UASI Grant Agreement



Illinois Emergency Management Agency

Jonathon E. Monken, Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to Cook County, Department of Homeland Security and Emergency Management

This Grant Agreement is made and entered into by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Cook County, Department of Homeland Security and Emergency Management (Grantee), Chicago, Illinois 60602-3178.

The purpose of this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2014 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI), CFDA #97.067. UASI funds from the HSGP grant are intended to support homeland security projects directly benefiting Chicago's high-risk Urban Area.

The Grantor hereby grants to the Grantee an amount not exceeding \$27,650,598.95 for the period from September 1, 2014, to March 31, 2016. The Grantee hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement and applicable federal and state policies and grant guidance.

The Grantee shall include all requirements listed herein in each subgrant, contract and subcontract financed in whole or in part with federal assistance.

This Agreement and attachments constitute the entire agreement between the parties and there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

PART II - Term

The term of this Agreement shall be from September 1, 2014, to March 31, 2016.

PART III - Scope of Work

The Grantee will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Grantee's FFY 2014 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The Budget Detail Worksheet in Attachment A outlines a description of the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those activities that are specifically listed in the Budget Detail Worksheet, except as provided in Part VI herein.

The Project Implementation Worksheet in Attachment A provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goals of the project.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$27,650,598.95.



PART V - Terms and Conditions

SPENDING LIMITATIONS: All allocations and use of funds by the Grantee shall be in accordance with applicable funding opportunity announcements, grant guidance and application kits. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement. All subgrants issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by the Grantor.

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give the Grantee notice of such termination for funding as soon as practicable after the Grantor becomes aware of the failure of funding. The Grantee's performance obligations under the Agreement shall cease upon notice by the Grantor of lack of appropriated funds.

METHOD OF COMPENSATION: The Grantee must submit vendor invoices or a computer generated report with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such invoices and reports must be submitted to the Grantor in a timely manner, and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance with "Part V—Reports" herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor. The Grantee shall comply with the requirements of 31 U.S.C. 3729, which provides that no recipient of federal payments shall submit a false claim for payment. No costs eligible under this Agreement shall be incurred after **March 31, 2016**.

NON-SUPPLANTING REQUIREMENT: The Grantee agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

REPORTS: The Grantee shall provide a quarterly update of the Project Implementation Worksheet in Attachment A to the Grantor within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement. Upon written request, the Grantee shall submit to the Grantor, within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30 and January 15 for the reporting period of July 1 through December 31) throughout the stated performance period, the following documentation: Discipline Allocation Report and Grant-Funded Typed Resource Report. If the Grantee has no typed resources to report within the Grant-Funded Typed Resource Report, the Grantee must notify the Grantor in writing of that fact, upon written request. The Grantee must, upon written request, submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, Project Implementation Worksheet and Grant-Funded Typed Resource Report to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit a final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Agreement. The Grantee must follow the retention and access requirements for records [44 CFR 13.42 (b) and 2 CFR 215.531]. All records must be maintained for three years after submission of the final expenditure report; or if any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall assure subgrants are in compliance with 44 CFR 13.37. Funds received by the Grantee must be placed in an interest-bearing account.

The Grantee shall comply with the most recent version of the Administrative Requirements and Cost Principles, as applicable. A non-exclusive list of regulations commonly applicable to the DHS FEMA GPD grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

DUPLICATION OF BENEFITS: The Grantee shall not duplicate any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which provides that any cost allocable to a particular federal award or cost objective under the principles provided for in this Authority may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition does not preclude the Grantee from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are subject to this prohibition per 2 CFR Parts 220 and 230 and FAR Part 31.2.

RECORD KEEPING AND AUDITS: Grantee shall maintain records for equipment, non-expendable personal property, and real property. The Grantee shall, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD, the Auditor General, the Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Agreement. The Grantee shall cooperate with any compliance review or complaint investigation conducted by DHS. The Grantee shall submit timely, complete and accurate reports and claims for payment and shall maintain appropriate backup documentation. The Grantee shall comply with all other special reporting, data collection and evaluation requirements as may be required by DHS. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor.

MODIFICATION AND AMENDMENT OF THE GRANT: This Agreement is subject to revision as follows:

- A. Modifications may be required because of changes in state or federal laws, regulations, or federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both the Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This Agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this Agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this Agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this Agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this Agreement that, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.

B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any state agency.

The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

SEVERABILITY CLAUSE: If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by this Agreement.

WAIVERS: No waiver of any condition of this Agreement may be effective unless in writing from the Director of the Grantor.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding. All publications created through this Agreement shall affix the applicable copyright notices of 17 U.S.C. 401-402 and prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the State of Illinois."*

ACKNOWLEDGEMENT OF FEDERAL FUNDING: The Grantee shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

RECAPTURE OF FUNDS: The Grantee shall return to the Grantor all state or federal grant funds that are not expended or received from the Grantor in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with state and federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by the Grantee with grant funds if said equipment is not properly maintained or has fallen into neglect or misuse according to the standards and policies of the Grantor. Additionally, the Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless the Grantee has the express written consent of the Grantor. All equipment procured by the Grantee through this Agreement shall be made available for review by the Grantor upon request. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

POSSESSION OF EQUIPMENT: Title to equipment acquired by a non-federal entity with federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-federal entity's policy, lower limits may be established. The Grantee shall use, manage, and dispose of equipment acquired under a federal grant in accordance with federal and state laws, procedures and policies. All equipment purchased with funding received through this Agreement shall be used, for the entire useful life of the equipment, in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Grantee must be approved in writing by the Grantor.

2014 Grant Agreement

2014 Federal Fiscal Grant Year – Cook County, Department of Homeland Security and Emergency Management

14UASICOOK

Page 4 of 10

SAFECOM: If funding will be used to purchase emergency communications equipment or fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this Agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this Agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

AMERICANS WITH DISABILITIES ACT (ADA): The Grantee understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills and should involve disability inclusion experts as partners across all aspects of emergency planning.

FEIN: Under penalties of perjury, the Grantee certifies that 36-6006541 is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Grantee files with the IRS as a (please check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC 501(a) only) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | <input type="checkbox"/> Services Provider Corporation |

CERTIFICATION: The Grantee certifies under oath that all information in the Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

PART VI – Special Conditions

Each of the following conditions applies to this Agreement. The failure of the Grantee to fulfill one or more condition will result in the Grantor holding reimbursement of funds until all such noncompliant conditions are met.

1. The Grantee must allocate 25 percent of funds towards law enforcement terrorism prevention activities.
2. The Grantee shall provide to the Grantor by December 15, 2014, an update to the Urban Area Threat and Hazard Identification and Risk Assessment that aligns with the CPG 201, Second Edition, and is inclusive of all jurisdictions within the Urban Area.

3. The Grantee shall provide to the Grantor within 30 days of the final execution of this Agreement the name and contact information for the specific point of contact for coordinating the following grant-related activities: (1) scheduling and conduct of quarterly Urban Area Working Group (UAWG) meetings, (2) management and administration of this Agreement, (3) property control and sub-recipient monitoring, (4) training and education, (5) exercises, and (6) Environmental and Historic Preservation submissions.
4. The Grantee shall submit to the Grantor by December 31, 2015, an Urban Area multi-year training and exercise plan that aligns with the Urban Area Homeland Security Strategy.
5. The Grantee shall submit to the Grantor within 30 days of the final execution of this Agreement a membership roster for the UAWG. The membership must directly or indirectly represent all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, and emergency management) that comprise the defined Urban Area and include local Citizen Corps Council or their equivalent.
6. The Grantee shall ensure that the Urban Area conducts at minimum one quarterly meeting of the UAWG within the periods of October 1, 2014, to December 31, 2014, January 1, 2015, to March 31, 2015, April 1, 2015, to June 30, 2015, July 1, 2015, to September 30, 2015, October 1, 2015, to December 31, 2015, and January 1, 2016, to March 31, 2016. At a minimum, the UAWG shall provide at each meeting an update on the development and implementation of all program initiatives funded through this Agreement. The Grantee must provide to the Grantor within 30 days of the final execution of this Agreement an UAWG meeting schedule that comports with the meeting requirements listed herein. The failure of the Urban Area to conduct a meeting during a quarter will result in the Grantor suspending reimbursement of the Grantee's funds until a meeting is conducted.

PART VII– Other Requirements

PERSONALLY IDENTIFIABLE INFORMATION (PII): If the Grantee collects PII, the Grantee is required to have a publicly available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.

CONFLICT OF INTEREST: No official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this Agreement, shall have any financial or other personal interest in any such contract for the acquisition/development. No federal employees shall receive any funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

HATCH ACT: The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

ACTIVITIES CONDUCTED ABROAD: The Grantee shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

USE OF FUNDS: The Grantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Grantor.

USE OF SEAL, LOGO AND FLAGS: The Grantee must obtain DHS's approval prior to using a DHS or United States Coast Guard seal, logo, crest or reproduction of flags or likenesses of DHS agency or Coast Guard officials.

DELINQUENCY: The Grantee shall not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

PUBLIC WORKS PROJECTS: Any public works project supported with funds received through this Agreement must employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State funded or financed in whole or in part with state funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

NON-DISCRIMINATION: In carrying out the program, the Grantee will comply with all applicable federal laws relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- The Americans with Disabilities Act of 1990, as amended and 42 U.S.C. 12101 *et seq.*;
- Any other nondiscrimination provisions in the specific statutes under which federal assistance for the project may be provided; and
- Any other nondiscrimination statute(s) that may apply to the project.

The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

The Grantee shall disclose all instances in the past three years in which the Grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient or the recipient settles a case or matter alleging discrimination, including outcomes and settlement agreements.

DEBARMENT: The Grantee shall comply with debarment provisions as contained in Executive Orders 12549 and 12689, as well as 49 CFR Part 29, including Appendices A and B as amended. The Grantee certifies that to the best of its knowledge and belief, Grantee and Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offences enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in the Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction, unless Grantee knows the certification is erroneous. Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If a Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

LOBBYING: In accordance with 31 U.S.C. 1352, the Grantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance or the extension, continuation, renewal, or amendment, of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
- B. If any funds other than federally appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

NIMS COMPLIANCE: The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois.

ANTI-BRIBERY: The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

BIDDING: The Grantee hereby certifies that it has not been barred from bidding on or receiving state or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 2012 (720 ILCS 5/33E-3 and 33E-4).

OTHER APPLICABLE LAWS: The Grantee certifies that it will comply with all applicable federal laws, regulations, and orders, including the following:

- Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. 7104 and 2 CFR Part 175;

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- Fly America Act of 1974;
- Executive Order 13166 regarding persons with Limited English Proficiency;
- Animal Welfare Act of 1966, 7 U.S.C. 2131;
- Clean Air Act of 1970 and Clean Water Act of 1977, 42 U.S.C. 7401 and related Executive Order 11738;
- Protection of Human Subjects for research purposes, 45 CFR Part 46;
- National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4331;
- National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4102, and regulations codified at 44 CFR Part 63;
- Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001;
- Coastal Wetlands Planning, Protection, and Restoration Act of 1990 and related Executive Order 11990;
- USA Patriot Act of 2001, 18 U.S.C. 175; and
- Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. 2225, which requires the Grantee to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control.

WAGES: The Grantee certifies that to the extent applicable, grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

DRUG FREE CERTIFICATION: This certification is required by the federal Drug-Free Workplace Act of 1988 (41 USC 702) and the Illinois Drug Free Workplace Act (30 ILCS 580). No grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the United States or the State of Illinois unless that grantee or contractor has certified to the United States or the State of Illinois that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The Grantee certifies and agrees that it will provide a drug free workplace by:

- A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- C. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- D. Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

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- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

Grantee: **Cook County, Department of Homeland Security and
Emergency Management**

By: _____
Jonathon E. Monken, Director

By: _____
Michael Masters, Executive Director

DATE: _____

DATE: _____

By: _____
Kevin High, Chief Fiscal Officer

DATE: _____

By: _____
Jenifer Johnson, Chief Legal Counsel

DATE: _____

14UASICOOK



Illinois Emergency Management Agency

James K. Joseph, Director

July 10, 2015

Gary Schenkel, Executive Director
City of Chicago OEMC
1411 West Madison Street
Chicago, Illinois 60607

Michael Masters, Executive Director
Cook County DHSEM
69 West Washington, Suite 2630
Chicago, Illinois 60602

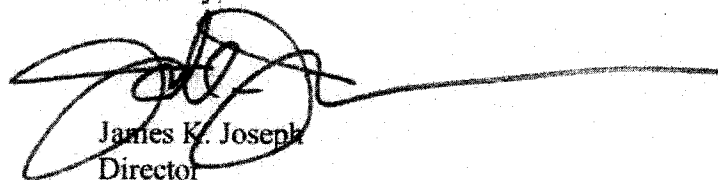
Dear Directors Schenkel and Masters,

Thank you for your letter dated July 1, 2015 regarding the extension of the FY 2014 Urban Area Security Initiative (UASI) sub award agreements.

Due to the detailed rationale you provided in your request, I have approved the July 31, 2016 date that you have requested. Please have your individual grant management staffs work with my office regarding the updates to the project implementation worksheets of both sub award agreements. We will then promptly forward to you a Grant Adjustment Notice (GAN) to officially execute this new date.

Should you have any questions or if we can support you further in any way, please contact me at any time.

Sincerely,



James K. Joseph
Director





ILLINOIS EMERGENCY MANAGEMENT AGENCY

Bruce Rauner
Governor

James K. Joseph
Director

**ILLINOIS EMERGENCY MANAGEMENT AGENCY
GRANT ADJUSTMENT NOTICE
14UASICOOK - GAN #1**

Changes/additions are in *italic type*.

Part I – Notice of Grant Award to Cook County, Department of Homeland Security and Emergency Management

This Grant Adjustment Notice (GAN) is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703-4528, and the Cook County, Department of Homeland Security and Emergency Management (Grantee), 69 West Washington Street, Suite 2600, Chicago, Illinois 60602-3178.

The purpose of this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2014 Homeland Security Grant Program, Urban Area Security Initiative (UASI), CFDA #97.067. ...

The Grantor hereby grants to the Grantee an amount not exceeding \$27,650,598.95 for the period from September 1, 2014, to July 31, 2016. ...

PART II – Term

The term of this Grant Agreement shall be from September 1, 2014, to July 31, 2016.

PART V – Terms and Conditions

METHOD OF COMPENSATION: The Grantee must... No costs eligible under this Agreement shall be incurred after July 31, 2016.

Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Grantee and Grantor have caused this amendment to be executed on the dates shown below by representatives authorized to bind the respective Parties.

Grantor: **IL Emergency Management Agency**

Grantee: **Cook County, Department of Homeland Security and Emergency Management**

Signature: _____

[Handwritten Signature]
James K. Joseph, Director

Signature: _____

[Handwritten Signature]
Ernest Brown, Executive Director

By: _____

[Handwritten Signature]
Ilisa M. Desai, Assistant to the Director

Date: _____

[Handwritten Date]
2/4/2016

Date: _____

[Handwritten Date]
2-5-16

14UASICOOK (Extend time period through July 31, 2016)

Contract# 1650-15538

EXHIBIT 8

Cook County Sheriff's Itemized Equipment List

EQUIPMENT LIST

1:E.1 ASR UPGRADE EQUIPMENT LIST

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89,93,94.

Line Item	Qty	Nomenclature	Description	
1	-	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	a	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	b	1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	c	1	CA01880AA	ADD: P25 TDMA TRUNKING OPERATION SITE LICENSE
1	d	1	CA01881AA	ADD: P25 TDMA DYNAMIC TALKGROUP ASSIGNMENT SITE LICENSE
1	e	11	CA01882AA	ADD: P25 TDMA TRUNKING SW BASE RADIO LICENSES (TRUNKING ONLY)
1	f	11	CA01883AA	ADD: P25 TDMA DYNAMIC CHANNEL ASSIGNMENT SW BASE RADIO LICENSES
2	-	1	SQM01SUM0205	GGM 8000 GATEWAY
2	a	1	CA01616AA	ADD: AC POWER
3	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
3	a	1	CA00855AA	ADD: 700/800 MHZ
3	b	5	CA01842AA	ADD: P25 TDMA SOFTWARE
3	c	5	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
3	d	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS
3	e	6	X591AE	ENH: ASTRO 25 SITE REPEATER SW
3	f	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
3	g	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
3	h	2	CA02219AA	ADD: ASTRO 25 SITE REPEATER SITE CONTROLLER SOFTWARE IV&D
3	i	1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
3	j	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
4	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
4	a	1	CA00855AA	ADD: 700/800 MHZ
4	b	6	CA01842AA	ADD: P25 TDMA SOFTWARE
4	c	6	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
4	d	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS
4	e	6	X591AE	ENH: ASTRO 25 SITE REPEATER SW
4	f	1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK

Line Item	Qty	Nomenclature	Description	
4	g	2	CA00884AA	ADD: QTY (1) XHUB
4	h	1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
4	i	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
5	-	1	SQM01SUM0205	GGM 8000 GATEWAY
5	a	1	CA01616AA	ADD: AC POWER
6	-	1	DLN6898	FRU: FAN MODULE
7	-	1	DLN6885	FRU: XCVR 7/800 MHZ V2
8	-	1	DLN6895	FRU: PA 7/800 MHZ
9	-	1	DLN6569	FRU: GCP 8000/GCM 8000
10	-	1	DLN6781	FRU POWER SUPPLY
11	-	1	DLN6677	FRU: G-SERIES XHUB

1:E.2 BDA EQUIPMENT LIST

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89,93,94.

Line Item	Qty	Nomenclature	Description	
1	-	500	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	-	25	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
3	-	53	DSC6CPUSEN	C-6-CPUSE-N 6 DB COUPLER 698-2700 N
4	-	10	DSC10CPUSEN	C-10-CPUSE-N 10 DB COUPLER 698-2700 N
5	-	98	DSS2CPUSELN	S-2-CPUSE-L-N 2-WAY LOW POWER SPLITTER 698-2700 N
6	-	205	DSCCELLMAXOCPUSE	CELLMAX-O-CPUSE, ANTENNA, INDOOR, OMNI, 698-960/1710-2700
7	-	15	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
8	-	17	DS6183A06493G1	2W SBII 746-901 MHZ 3-WIN 80 DB GAIN
9	-	17	DS6160H24NG	BATTERY, HIGH CAPACITY, 24VDC OUTPUT, NFPA, GRAY

1:E.3 SUBSCRIBER

Covered under City of Chicago Contract 110054 PDF pgs. 84,85,89,93,94.

Item	Qty	Nomenclature	Description
1	800	H98UCF9PW6N	APX6000 DIGITAL PORTABLE RADIO (Model 2.5)
2	800	Q806	ADD: ASTRO DIGITAL CAI OPERATION
3	800	H38	ADD: SMARTZONE OPERATION
4	800	Q361	ADD: P25 9600 BAUD TRUNKING



Item	Qty	Nomenclature	Description
5	800	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
6	800	Q15	ENH: AES/DES, DES-XL, DES-OFB ENCRYPTION
7	800	H869	ENH: MULTIKEY
8	800	QA00580	TDMA
9	800	G996	ENH: PROGRAMMING OVER P25
10	800	Q947	ENH: RADIO PACKET DATA
11	800	QA00583	ENH: MISSION CRITICAL WIRELESS BLUETOOTH
12	800	H886AQ	ENH: 3 YEAR SVC WARRANTY
13	800	PMLN5324	LEATHER CARRY CASE W/2.75" SWIVEL
14	100	NNTN7065	MULTI UNIT CHRAGER
15	800	PMMN4062	IMPRES RSM, NOISE CANCELLING
16	100	M25KSS9PW1N	APX6500 VHF MID POWER MOBILE
17	100	G66	ADD: DASH MOUNT
18	100	G806	ENH: ASTRO DIGITAL CAI OP APX
19	100	G48	ENH: CONVENTIONAL OPERATION
20	100	G442	ADD: APX O5 CONTROL HEAD
21	100	G444	ADD: CONTROL HEAD SOFTWARE
22	100	G629	ADD: 1/4 WAVE BROABAND ANT 146-174
23	100	W22	ADD: PALM MICROPHONE
24	100	B18	ADD: AUXILARY SPKR 7.5W
25	100	GA398AU	ENH: 3 YEAR SVC EXTENDED WARRANTY (4 Years Total Warranty)
26	110	H51UCF9PW6N	APX4000 DIGITAL PORTABLE RADIO MODEL 2
27	110	QA04865	ADD: TWO KNOB CONFIGURATION
28	110	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
29	110	G996	ADD: PROGRAMMING OVER P25 (OTAP)
30	110	Q947	ENH: RADIO PACKET DATA
31	110	QA00583	ENH: MISSION CRITICAL WIRELESS BLUETOOTH
32	110	QA00580	ADD: TDMA OPERATION
33	110	Q629	ENH: AES ENCRYPTION

Item	Qty	Nomenclature	Description
34	110	H886AQ	ENH: 3 YEAR REPAIR SERVICE ADVANTAGE (4 Years Total Warranty)
35	110	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
36	110	H869	ENH: MULTIKEY
37	110	WPLN4232	IMPRES SUC
38	2020	Service	PROGRAMMING FOR APX SUBSCRIBERS
39	1010	Service	ENGRAVING FOR APX SUBSCRIBERS
40	3	Service	TEMPLATE FOR APX SUBSCRIBERS
41	1	T7537B	KVL4000 PDA SNAP-ON
42	1	U239AD	ADD: ASTRO 25 MODE
43	1	X795AJ	ADD: ASN MODE
44	1	CA01598AA	ADD: AC LINE CORD US
45	1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
46	1	X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION
47	1	C724	KEYLOAD CABLE FOR XTS
48	1	C725AA	KEYLOAD CABLE FOR APX
49	1	CA01603AA	USB COMM/CHARGE CABLE W/CUP
50	1	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
51	1	C954	KEYLOAD CABLE FOR SPECTRA
52	1	DSHPSUBLAPT OP	PROGRAMMING LAPTOP
53	1	RVN5224AB	APX MOBILE / PORTABLE CPS
54	1	Service	COMPUTER CONFIGURATION
55	100	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
56	100	QA00569	ADD: 7/800MHZ PRIMARY BAND
57	100	QA00574	ADD: VHF SECONDARY BAND
58	100	QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD
59	100	QA00579	ADD: ENABLE DUAL BAND OPERATION
60	100	Q806	ADD: ASTRO DIGITAL CAI OPERATION
61	100	H38	ADD: SMARTZONE OPERATION
62	100	Q361	ADD: P25 9600 BAUD TRUNKING
63	100	QA00580	ADD: TDMA OPERATION

May 12, 2016
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Cook County Sheriff's Department
Proposal 1: Cook County Jail Radio Upgrade Project
PS-000046797

Item	Qty	Nomenclature	Description
64	100	H869	ENH: MULTIKEY
65	100	Q15	ENH: AES/DES,DES-XL,DES-OFB
66	100	G996	ADD: PROGRAMMING OVER P25 (OTAP)
67	100	Q947	ADD: RADIO PACKET DATA
68	100	QA00583	ENH: MISSION CRITICAL WIRELESS BLUETOOTH
69	100	QA00782	ADD: ENABLE INTERNAL GPS OPERATION
70	100	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
71	100	GA00232	ADD: 3 YR REPAIR SERVICE ADVANTAGE (4 years Total)
72	100	QA00781	ALT: LIION IMPRES 4200 MAH IP67 (NNTN7034A)
73	100	PMMN4060	24" PUBLIC SPEAKER MIC
74	100	PMAF4002	STUBBY ANTENNA FOR PSM
75	100	WPLN7080	SINGLE UNIT CHARGER
76	100	NNTN7034	HIGH CAPACITY IMPRES BATTERY

EQUIPMENT LIST

Covered under City of Chicago Contract 110054 PDF pgs. 85,89.

Line Item	Qty	Nomenclature	Description
1 -	1	SQM01SUM02 39	MASTER SITE CONFIG UPGRADE
1 a	1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1 b	1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1 c	60	CA01882AA	ADD: P25 TDMA TRUNKING SW ? BASE RADIO LICENSES (TRUNKING ONLY)
1 d	60	CA01883AA	ADD: P25 TDMA DYNAMIC CHANNEL ASSIGNMENT SW ? BASE RADIO LICENSES
Southern Cook Prime Site CMPs (4 total)			
2 -	1	T7321	GCM 8000 COMPARATOR
2 a	2	CA01183AA	ADD: GCM 8000 COMPARATOR
2 b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2 c	2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
2 d	1	X153AW	ADD: RACK MOUNT HARDWARE
3 -	1	T7321	GCM 8000 COMPARATOR
3 a	2	CA01183AA	ADD: GCM 8000 COMPARATOR
3 b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
3 c	2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
3 d	1	X153AW	ADD: RACK MOUNT HARDWARE
4 Channels (10 Remote Sites)			
4 -	10	SQM01SUM70 54	GTR 8000 EXPANDABLE SITE SUBSYSTEM
4 a	10	CA00855AA	ADD: 700/800 MHZ
4 b	10	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4 c	10	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
4 d	40	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
4 e	40	CA01842AA	ADD: P25 TDMA SOFTWARE
4 f	40	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE

Line Item	Qty	Nomenclature	Description
4 g	10	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
4 h	10	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
4 i	10	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
4 j	20	CA00884AA	ADD: QTY (1) XHUB
4 k	10	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
4 l	10	CA01943AA	ADD:2ND BRANCH DIVERSITY
Northern Cook Prime Site CMPs (2 total)			
5 -	1	T7321	GCM 8000 COMPARATOR
5 a	2	CA01183AA	ADD: GCM 8000 COMPARATOR
5 b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
5 c	2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
5 d	1	X153AW	ADD: RACK MOUNT HARDWARE
2 Channels (10 Remote Sites)			
6 -	10	SQM01SUM70 54	GTR 8000 EXPANDABLE SITE SUBSYSTEM
6 a	10	CA00855AA	ADD: 700/800 MHZ
6 b	10	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS
6 c	10	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6 d	20	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
6 e	20	CA01842AA	ADD: P25 TDMA SOFTWARE
6 f	20	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
6 g	10	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
6 h	10	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
6 i	10	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
6 j	20	CA00884AA	ADD: QTY (1) XHUB
6 k	10	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
6 l	10	CA01943AA	ADD:2ND BRANCH DIVERSITY
Tx Antenna for new channel additions (each item x20 for each remote site)			
7 -	20	DSSC412HF2L DF	DB810E-PS ANT 10 DBD OMNI 764-869 7/16 DIN
8 -	300	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
9 -	40	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE

May 12, 2016
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to the restrictions on the cover page.

Cook County Sheriff's Department
Proposal 2: Simulcast Channel Addition
PS-000046797

Line Item	Qty	Nomenclature	Description
10	- 40	TDN9289	221213 CABLE WRAP WEATHERPROOFING
11	- 400 0	L3617	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT
12	- 40	DDN1077	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
13	- 120	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
14	- 40	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
15	- 200	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
16	- 20	DSTSXFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
17	- 500	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
18	- 40	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Spares			
19	- 2	DLN6898	FRU: FAN MODULE
20	- 2	DLN6885	FRU: XCVR 7/800 MHZ V2
21	- 2	DLN6895	FRU: PA 7/800 MHz
22	- 1	DLN6569	FRU: GCP 8000/GCM 8000
23	- 2	DLN6781	FRU POWER SUPPLY
24	- 2	DLN6677	FRU: G-SERIES XHUB



EQUIPMENT LIST

Covered under City of Chicago Contract 110054 PDF pgs. 84, 89, 93, 94.

Line Item	Qty	Nomenclature	Description
MCC7500 Console Solution			
1	-	1	SQM01SUM0239 MASTER SITE CONFIG UPGRADE
1	a	1	CA02105AA MCC7500/MCC7100 CONSOLE LIC
1	b	1	CA00996AL ADD: NM/ZC LICENSE KEY 7.14
1	c	1	CA00997AL ADD: UCS LICENSE KEY 7.14
2	-	1	B1905 MCC 7500 ASTRO 25 SOFTWARE
3	-	3	B1933 MOTOROLA VOICE PROCESSOR MODULE
3	a	3	CA01642AA ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
3	b	3	CA01643AA ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
3	c	3	CA01644AA ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
3	d	3	CA00140AA ADD: AC LINE CORD, NORTH AMERICAN
4	-	3	DS019BLK 19 INCH NON-TOUCH MONITOR, BLACK
5	-	3	TT2538 Z420 LOW TIER WORKSTATION WINDOWS 7
6	-	3	T7449 WINDOWS SUPPLEMENTAL TRANS CONFIG
7	-	6	B1912 MCC SERIES DESKTOP SPEAKER
8	-	3	B1914 MCC SERIES DESKTOP GOOSENECK MICROPHONE
9	-	6	B1913 MCC SERIES HEADSET JACK
10	-	3	DSTWIN6328A PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
11	-	3	T7885 MCAFEE WINDOWS AV CLIENT
3	e	3	CA00147AF ADD: MCC 7500 SECURE OPERATION
3	f	3	CA00182AB ADD: AES ALGORITHM

Contract# 1650-15538

EXHIBIT 9

Department of Homeland Security and Emergency Management's Itemized Equipment List

EQUIPMENT LIST

2.1 MCC 7500 DISPATCH EQUIPMENT

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93, and 94.

Qty	Nomenclature	Description
1	DS9130R2250N004	UPS, 9130 RACKMT, 2500VA/2250W, 4 MINS RUNTIME
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA02105AA	MCC 7500/MCC7100 CONSOLE LIC
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
4	B1933	MOTOROLA VOICE PROCESSOR MODULE
4	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE
4	CA01642AA	LICENSE
4	CA01643AA	ADD: MCC 7500 TRUNKING OPERATION LICENSE
4	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
4	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
4	DS019BLK	TECH GLOBAL 19IN LCD NON-TOUCH, BLACK
4	BLN6200	AC POWER STRIP, 6 OUTLET
4	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7 64BIT
4	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
8	B1912	MCC SERIES DESKTOP SPEAKER
4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
8	B1913	MCC SERIES HEADSET JACK
8	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
8	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
4	T7885	MCAFEE WINDOWS AV CLIENT
1	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER



Qty	Nomenclature	Description
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER
4	L30URS9PW1 N	APX 7500 SINGLE BAND 7/800
4	G806	ENH: ASTRO DIGITAL CAI OP APX
4	G51	ENH: SMARTZONE OPERATION APX
4	G361	ADD: P25 TRUNKING SOFTWARE
4	CA01598	ADD: AC LINE CORD US
4	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
4	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
4	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
4	GA00232	ENH: 3 YR SFS LITE
4	GA00580	ADD: TDMA OPERATION
4	G996	ENH: OVER THE AIR PROVISIONING
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	V592	AAD TERM BLCK & CONN WI

2.2 MCD 5000 EQUIPMENT

Covered under City of Chicago Contract #110054 - PDF pages 84, 85, 89, 93, and 94.

Qty	Nomenclature	Description
(MCC Console (MCD - South))		
3	L30TSS9PW1 N	APX 7500 CONSOLETTA DUAL BAND MODEL
2	GA00244	ADD: 7/800MHZ PRIMARY BAND

Qty	Nomenclature	Description
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00346	ADD: UHF R2 MP SECONDARY BAND
1	GA00306	ADD: VHF MP PRIMARY BAND
1	GA00343	ADD: UHF R1 MP SECONDARY BAND
3	GA00579	ADD: ENABLE DUAL BAND OPERATION
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	G361	ADD: P25 TRUNKING SOFTWARE
3	CA01598	ADD: AC LINE CORD US
3	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
3	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
3	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
3	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
3	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
3	GA00232	ENH: 3 YR SFS LITE
2	GA00580	ADD: TDMA OPERATION
3	G996	ENH: OVER THE AIR PROVISIONING
12	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
90	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496080531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 8 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF

Qty	Nomenclature	Description
1	DSGSAKITD	GROUND STRAP KIT - DIN
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSSD235SF2PASNM	EXPOSED DIPOLE ARRAY 3/5.5 DB GAIN FIELD ADJUSTABLE 138-174MHZ
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSBA4067DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 400-520 MHZ, PIM RATED
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT

Qty	Nomenclature	Description
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSD310HF3P4LDF	LOW PIM 1 DIPOLE, 450-512 MHZ, OFFSET PATTERN, 2.0 DBD GAIN, DIN
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
18	F2380	MCD 5000 DESKSET
18	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
2	FHN7394	MCD 5000 DESKSET WALL MOUNT KIT
1	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC
1	HKN6184C	CABLE CH, PROGRAMMING, USB
1	RVN5224W	PURCHASED SOFTWARE,CPS R10.01.00 APX PDR MOB
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
69 W Washington		
12	F2380	MCD 5000 DESKSET
12	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)

Qty	Nomenclature	Description
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
1	FKN8691	CABLE - MCD 5000 RGU TO MC3000 DJB FOR ASTRO CONSOLETTTE W9
1	L20URS9PW1 N	10-35W 762-870MHZ XTL 5000 CONSOLETTTE
1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
1	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
1	G806	ENH: ASTRO DIGITAL CAI OP APX
1	G51	ENH: SMARTZONE OPERATION APX
1	G361	ADD: P25 TRUNKING SOFTWARE
1	L146	ADD: TONE CONTROL REMOTE
1	G80	ADD: W7 CONTROL HEAD
1	G114	ENH: DIGITAL ID DISPLAY
1	G996	ENH: PROGRAMMING OVER P25
1	W947	ADD: RS232 & IV&D PACKET DATA INTERFACE
2	L30TSS9PW1 N	APX 7500 CONSOLETTTE DUAL BAND MODEL
2	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00346	ADD: UHF R2 MP SECONDARY BAND
2	GA00579	ADD: ENABLE DUAL BAND OPERATION
2	G806	ENH: ASTRO DIGITAL CAI OP APX
2	G51	ENH: SMARTZONE OPERATION APX
2	G361	ADD: P25 TRUNKING SOFTWARE
2	CA01598	ADD: AC LINE CORD US
2	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
2	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
2	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
2	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
2	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
2	GA00232	ENH: 3 YR SFS LITE
2	GA00580	ADD: TDMA OPERATION

Qty	Nomenclature	Description
2	G996	ENH: OVER THE AIR PROVISIONING
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSSD235SF2PASNM	EXPOSED DIPOLE ARRAY 3/5.5 DB GAIN FIELD ADJUSTABLE 138- 174MHZ
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSD310HF3P4LDF	LOW PIM 1 DIPOLE, 450-512 MHZ, OFFSET PATTERN, 2.0 DBD GAIN, DIN
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT

Qty	Nomenclature	Description
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES
		DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
118 N Clark		
4	F2380	MCD 5000 DESKSET
4	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
ERC West		
3	F2380	MCD 5000 DESKSET
3	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
2	FHN7394	MCD 5000 DESKSET WALL MOUNT KIT
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
2	L30TSS9PW1 N	APX 7500 CONSOLETTA DUAL BAND MODEL
2	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND

Qty	Nomenclature	Description
1	GA00346	ADD: UHF R2 MP SECONDARY BAND
2	GA00579	ADD: ENABLE DUAL BAND OPERATION
2	G806	ENH: ASTRO DIGITAL CAI OP APX
2	G51	ENH: SMARTZONE OPERATION APX
2	G361	ADD: P25 TRUNKING SOFTWARE
2	CA01598	ADD: AC LINE CORD US
2	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
2	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
2	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
2	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
2	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
2	GA00232	ENH: 3 YR SFS LITE
2	GA00580	ADD: TDMA OPERATION
2	G996	ENH: OVER THE AIR PROVISIONING
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSSD235SF2PASNM	EXPOSED DIPOLE ARRAY 3/5.5 DB GAIN FIELD ADJUSTABLE 138-174MHZ
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP



Qty	Nomenclature	Description
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSD310HF3P4LDF	LOW PIM 1 DIPOLE, 450-512 MHZ, OFFSET PATTERN, 2.0 DBD GAIN, DIN
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
ERC North		
4	F2380	MCD 5000 DESKSET
4	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS

Qty	Nomenclature	Description
2	FHN7394	MCD 5000 DESKSET WALL MOUNT KIT
1	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
1	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	DSJ9624AABA	HP E2620-24 PPOE SWITCH
3	L30TSS9PW1 N	APX 7500 CONSOLETTA DUAL BAND MODEL
2	GA00244	ADD: 7/800MHZ PRIMARY BAND
1	GA00308	ADD: VHF MP SECONDARY BAND
1	GA00346	ADD: UHF R2 MP SECONDARY BAND
1	GA00306	ADD: VHF MP PRIMARY BAND
1	GA00343	ADD: UHF R1 MP SECONDARY BAND
3	GA00579	ADD: ENABLE DUAL BAND OPERATION
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	G361	ADD: P25 TRUNKING SOFTWARE
3	CA01598	ADD: AC LINE CORD US
3	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
3	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
3	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
3	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
3	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
3	GA00232	ENH: 3 YR SFS LITE
2	GA00580	ADD: TDMA OPERATION
3	G996	ENH: OVER THE AIR PROVISIONING
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE

Qty	Nomenclature	Description
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
4	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DSCS0496040531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 4 CH.
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DSSD235SF2PASNM	EXPOSED DIPOLE ARRAY 3/5.5 DB GAIN FIELD ADJUSTABLE 138-174MHZ
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT

Qty	Nomenclature	Description
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSBA4067DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 400-520 MHZ, PIM RATED
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
35	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSD310HF3P4LDF	LOW PIM 1 DIPOLE, 450-512 MHZ, OFFSET PATTERN, 2.0 DBD GAIN, DIN
1	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSGSAKITD	GROUND STRAP KIT - DIN
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN

2.3 OPTIONAL PREMIERE ONE CAD EQUIPMENT

Covered under City of Chicago Contract #110054 - PDF pages 85 and 93.

Qty	Description
4	P1 CAD Dispatch (CAD Client and Mapping)
4	ESRI ArcGIS Engine-Per dispatch Client
4	Maint. - ESRI ArcGIS Engine - Per dispatch Client

2.4 HAM RADIO EQUIPMENT

Covered under City of Chicago Contract #110054 - PDF pages 84, 89 and 93.

Qty	Nomenclature	Description
2	AAM28QPN9KA1 N	XPR 5550 403-470 40W GOB BT/GPS CD
2	HPN4007	POWER SUPPLY AND CABLE (25-60 WATT MODELS)
1	PMKN4016B	MAP PROGRAMMING/TEST CABLE
2	AAM28JQN9KA1 N	XPR 5550 136-174 45W GOB BT/GPS CD
2	HPN4007	POWER SUPPLY AND CABLE (25-60 WATT MODELS)
2	TDD7050	ANTENNA VHF OMNI 6/9 DB EXPOSED ELEMENT
2	DSBA4067DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 400-520 MHZ, PIM RATED
8	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
280	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
8	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
8	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
8	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
320	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
8	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
8	TDN9289	221213 CABLE WRAP WEATHERPROOFING
8	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
8	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
8	DSGSAKITD	GROUND STRAP KIT - DIN
6	AAH56JDN9KA1 N	XPR 7550 136-174 FKP GPS BT GOB
1	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE
6	QA04474AD	ALT: IMPRES 2700MAH LIION IP67 BATT
6	QA02299AA	VHF HELICAL ANTENNA (136-155)
6	AAH56RDN9KA1 N	XPR 7550 403-512 4W FKP GPS BT GOB
6	QA04474AD	ALT: IMPRES 2700MAH LIION IP67 BATT
6	QA02304AA	ADD: UHF WHIP ANTENNA (403-527)
12	PMNN4448AR	BATTERY PACK, MAH,BATT IMP STD IP67 LIION2700M2800T
2	WPLN4219B	ACCESSORY,ACCESSORY,CHARGER,IMPRES MUC W/DISPLAY - US/NA PLUG

Qty	Nomenclature	Description
6	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC
12	PMMN4025A	LTD SMART RSM
1	RVN5115AG	PURCHASED SOFTWARE,CPS R11.0 GLOBAL MOTOTRBO DVD
1	RVN5165A	CPS 1.0 PM1200 MOBILE
1	RKN4081C	RIBLESS PROG/FLASH CBL
1	T7586	KVL 4000 FLASHPORT UPGRADE
1	CA01641AA	ADD: ADP PRIVACY

Contract# 1650-15538

EXHIBIT 10

Juvenile Temporary Detention Center's Itemized Equipment List

Item	Qty	Nomenclature	Description	Unit List	Extended List
1	260	H98UCF9PW6N	APX6000 DIGITAL PORTABLE RADIO (Model 2.5)	\$4,316.94	\$1,122,404.40
2	260	H43	RADIO TRACE/REMOTE FEATURE	\$50.25	\$13,065.00
3	260	PMMN4084	NOISE CALCELLING RSM	\$65.55	\$17,043.00
4	260	PMNN4403	IMPRES BATTERY LIION 2050M	\$87.63	\$22,783.80
5	260	HLN6875	BELT CLIP 3"	\$8.28	\$2,152.80
6	130	WPLN7080	IMPRES SINGLE UNIT CHARGER	\$86.25	\$11,212.50
7	26	NNTN7073	MULTI UNIT CHARGER	\$1,024.65	\$26,640.90
8	26	NLN7967	MULTI UNIT CHARGER / WALL MOUNT KIT	\$14.49	\$376.74
9	260	NTN8385	LEATHER CARRY CASE 2.5"	\$41.40	\$10,764.00
10	260	SERVICE	PROGRAMMING FOR APX SUBSCRIBERS	\$60.00	\$15,600.00
11	260	SERVICE	ENGRAVING FOR APX SUBSCRIBERS	\$60.00	\$15,600.00
			TOTAL APX SUBSCRIBERS AND ACCESSORIES		\$1,257,643.14
			JTDC Loyalty Discount		(\$55,872)
			GRAND TOTAL APX SUBSCRIBERS AND ACCESSORIES		\$1,201,770.89

Covered under City of Chicago Contract 110054. PDF Pages 84, 92, 93

Contract# 1650-15538

EXHIBIT 11

Cook County Clerk's Itemized Equipment List

STATEMENT OF WORK

SUBSCRIBER PRICING SUMMARY CLERK OF CIRCUIT COURT - ADMIN

Item	Qty	Nomenclature	Description	Unit List	Extended List
1	18	H51UCF9PW6N	APX4000 DIGITAL PORTABLE RADIO MODEL 2	\$3,244.27	\$58,397
2	6	WPLN4232	IMPRES SINGLE UNIT CHARGER	\$43.47	\$261
3	18	PMMN4099	WINDPORTING MICROPHONE RSM	\$91.08	\$1,639
4	2	WPLN4212	MULTI UNIT CHARGER	\$341.55	\$683
5	18	PMLN6085	LEATHER CARRY CASE W/2.5" SWIVEL	\$41.40	\$745
6	18	SERVICE	PROGRAMMING FOR APX SUBSCRIBERS	\$60.00	\$1,080
7	18	SERVICE	ENGRAVING FOR APX SUBSCRIBERS	\$60.00	\$1,080
8	1	SERVICE	TEMPLATE FOR APX SUBSCRIBERS	\$500.00	\$500
GRAND TOTAL APX SUBSCRIBERS AND ACCESSORIES					\$64,385

Covered under City of Chicago Contract 110054. PDF Pages 84, 92, 93

Contract# 1650-15538

EXHIBIT 12

Department of Facilities Management Itemized Equipment List

**SUBSCRIBER PRICING SUMMARY
FACILITIES**

Item	Qty	Nomenclature	Description	Unit List	Extended List
1	110	H51UCFPV6N	APX4000 DIGITAL PORTABLE RADIO MODEL 2	\$1,176.52	\$129,417.20
2	110	QA04865	TWO KNOB CONFIGURATION	\$0.00	\$0.00
3	110	QA02756	3600 OR 9600 TRUNKING BAUD SIN	\$1,051.90	\$115,709.00
4	110	G996	PROGRAMMING OVER P25 (OTAP)	\$67.00	\$7,370.00
5	110	Q947	RADIO PACKET DATA	\$0.00	\$0.00
6	110	QA00583	MISSION CRITICAL WIRELESS BLUETOOTH	\$0.00	\$0.00
7	110	QA00580	TDMA OPERATION	\$301.50	\$33,165.00
8	110	Q629	AES ENCRYPTION	\$318.25	\$35,007.50
9	110	H886AQ	3 YEAR REPAIR SERVICE ADVANTAGE (4 Years Total Warranty)	\$108.00	\$11,880.00
10	110	QA01749	ADVANCED SYSTEM KEY - SOFTWARE KEY	\$0.00	\$0.00
11	110	H869	MULTIKEY	\$221.10	\$24,321.00
12	110	WPLN4232	IMPRES SUC	\$43.47	\$4,781.70
GRAND TOTAL APX SUBSCRIBERS AND ACCESSORIES					\$361,651.40

Covered under City of Chicago Contract 110054. PDF Pages 84, 92, 93

Contract# 1650-15538

EXHIBIT 13

General Conditions

**GENERAL CONDITIONS
 BID CONTRACTS
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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express advance written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Excluding suppliers and materialmen, the Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors. Contractor may redact pricing information from copies provided.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor shall indemnify the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly from or attributable to any third party claims alleging negligent acts and negligent omissions of the Contractor, its agents, employees, contractors, subcontractors of the Contractor. The Contractor expressly understands and agrees that any insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided. This indemnity shall not apply to the acts and omissions (negligent or otherwise) of the County or other parties. Except in case of personal injury or death, Contractor will be responsible for direct and not "indirect" damages.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying with contract requirements may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, unless the subcontract specifies otherwise, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor and submitted subcontractor's invoice to Contractor in a timely manner per the requirements of the subcontract. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within twenty-one (21) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 PRICE REDUCTION

[Intentionally Omitted]

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

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

GC-10 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer are void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract, including but not limited to a representation or warranty, where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

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

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

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within thirty (30) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-11, Default, or if Contractor commits a subsequent material breach within a twelve month period of expresses an unwillingness or inability to continue performing the Contract in accordance with the terms the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate, stating the effective date of termination. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the thirty (30) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract unless such delay or hindrance is caused by gross, wanton, or deliberate negligence of the County.

GC-15 INSURANCE REQUIREMENTS

Waiver of Subrogation

The Workers Compensation insurance policy shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

1. **Insurance Requirements of the Contractor**

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

GC-15 INSURANCE REQUIREMENTS (con't)

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 performance of this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess to any other insurance issued to the County. Contractor shall require all subcontractors to provide the insurance required in this Contract. All subcontractors are subject to similar insurance requirements as Contractor.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- Employers' Liability coverage with a limit of
- \$1,000,000 each Accident
- \$1,000,000 each Employee
- \$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The General Liability limits shall be \$2,000,000 per occurrence and \$3,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;

Severability of interest/separation of insureds clause.

(c) **Automobile Liability Insurance**

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall be the following:

Liability - All Autos: Bodily Injury & Property Damage - \$2,000,000 per Occurrence

Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance (Intentionally Omitted)**

(e) **Professional Liability**

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this GC-15(e).

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials and employees shall be included as additional insureds under the Commercial General Liability policy. Contractor's insurance shall be primary with any insurance maintained by Cook County. Any insurance or self-insurance by Cook County shall be excess of the Contractor's insurance.

(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 written consent of the Cook County Department of Risk Management.

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall provide that the insurance company shall notify the Contractor at least thirty (30) days prior to the effective date of any cancellation of such policies. Contractor shall provide notice to Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. After contract execution or prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

GC-15 INSURANCE REQUIREMENTS (con't.)

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.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

All software provided by Motorola pursuant to this Contract shall be subject to Motorola's Software License Agreement entered into between parties, Motorola will defend at its expense any suit brought against the County to the extent that it is based on an Infringement Claim, and Motorola will indemnify the County for those cost and damages finally awarded against the County for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: (i) the County promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement and compromise; (iii) the County providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

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

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

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which are applicable to the performance of the Contract, including but not limited to any Contractor requirements that are set forth in any grant that is being used to fund this Contract and those County Ordinances set forth in the Certifications, Affidavits or EDS 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 in order to perform this Contract.

GC-18 DELIVERY

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

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

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the MWBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't)

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

Chief Procurement Officer
 County of Cook
 Room 1018 County Building
 118 North Clark Street
 Chicago, Illinois 60602
 (Reference County Contract Number)

Alexis Herrera
 Chief Financial Officer

Cook County Sheriff's Office
69 W. Washington, Room 1410
Chicago, Illinois 60602

Mike Herbstman
Director of Financial Control
Cook County Department of Homeland Security and Emergency
Management
69 W Washington St., Suite 2600
Chicago, IL 60602

TO CONTRACTOR:

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

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all deliverables relating to said portions of the Contract which have been terminated, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall invoice the County for any deliverables, goods, equipment, supplies or services provided prior to the effective date of termination or delivered as required by this termination provision. The County shall not have the right to terminate for convenience if the Contractor has given the County a notice of default and such default has not been cured.

GC-26 GUARANTEES AND WARRANTIES

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

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

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

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

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

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

Each party owns and retains all of its Proprietary Rights that exist at the time of Contract execution. Subject to Article 3, paragraph 3, all Deliverables shall be the property of the County. It shall be a breach of this Contract for the Consultant to use the Deliverables other than for purposes of providing services and support to the County.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

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

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

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

The County shall have the right to inspect Contractor's books and records that are pertinent for the purpose of verifying performance in accordance with the terms of the Contract. The County's inspection may include the verification of shipment to invoice quantities, and shipment receipts, and service invoices and receipts. After the County provides thirty (30) days written notice, the County may send a representative to a Motorola facility during normal business hours to conduct such review, or at the County's request, the Contractor shall provide copies of the specific documents to the County's location for review. The Contractor's books and records provided to the County pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the expressed written consent of the Contractor. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including, but not limited to product cost data, which Motorola considers confidential or proprietary to Motorola.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy 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.

GC-32 COOPERATION WITH INSPECTOR GENERAL

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

GC-33 WAIVER

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

Either party's express written waiver of the other party's performance only applies to the particular instance and is not a waiver 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 party may have waived the other party's performance, requirement or condition. Such waivers must be provided in writing.

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 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, supplies, equipment or services under this Contract.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

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

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

2. **False or Fraudulent Statements and Claims**

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement,

submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

GC-38 FEDERAL CLAUSES (con't)

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

3. **Federal Interest in Patents**

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

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

4. **Federal Interest in Data and Copyrights**

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

GC-38 FEDERAL CLAUSES (con't)

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

- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.
- (h) Patent and rights in data requirements only apply to research projects in which the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. Motorola software is developed at private expense for use in the commercial market place. Motorola software is considered confidential/propriety and is protected by the software license agreement. Any and all intellectual property rights are expressly limited by the provisions set forth in the software license agreement.

5. Records and Audits

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

The County, the Illinois Emergency Management Agency ("IEMA") and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

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

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

GC-38 FEDERAL CLAUSES (con't.)

6. Environmental Requirements

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

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

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

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

GC-38 FEDERAL CLAUSES (con't.)

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing

contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

13. Contract Work Hours and Safety Standards Act

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

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

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- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

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

15. Copyright Ownership

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

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

Contractor, the third party manufacturer of any equipment, and the copyright owner of any non-Motorola software own and retain all of their respective Proprietary Rights in the Equipment and Software, and

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

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

GC-38 FEDERAL CLAUSES (con't.)

17. Visual Rights Act Waiver

[Intentionally Omitted]

18. Equal Employment Opportunity

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

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

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

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

[Intentionally Omitted]

GC-38 FEDERAL CLAUSES (con't.)21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

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

22. Rights to Inventions Made Under a Contract or Agreement[Intentionally Omitted] 23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

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

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

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

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

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

26. Anti-Bribery

No contract shall be awarded to any Contractor that has been convicted of bribery or attempting to bribe an officer of the Federal Government or the State of Illinois, nor has any official, agent, or employee of Contractor committed bribery or attempted bribery on behalf of the Contractor and pursuant to the direction or authorization of a responsible official of the Contractor.

27. Terrorist Financing

The Contractor shall comply with U.S. Executive Order 13224 and federal law that prohibits transactions with, and the provision of resources and support to, individuals and organizations and associated with terrorism.

28. Trafficking Victims Protection Act of 2000

Contractor shall comply with the Trafficking Victims Protection Act of 2000 as amended, 22 USC 7104 and 2 CFR 175.

29. Energy Policy and Conservation Act

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

GC-39 CONTRACT INTERPRETATION

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

In the event there is an inconsistency or ambiguity between these General Conditions and the Pricing Proposal and Statement of Work, Motorola Supplemental Terms and Conditions for Services and Motorola Equipment and Parts Purchase Supplemental Terms and Conditions and Motorola Software License Agreement (collectively the "Motorola Exhibits") concerning the Services or Deliverables the Motorola Exhibits shall govern.

GC-40 NON-APPROPRIATION

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

END OF SECTION

Contract# 1650-15538

EXHIBIT 14

Cook County Prevailing Wage Rates

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name Trng	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
ASBESTOS ABT-GEN 0.500	ALL			39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000
ASBESTOS ABT-MEC 0.720	BLD			36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000
BOILERMAKER 0.400	BLD			47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000
BRICK MASON 1.030	BLD			43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000
CARPENTER 0.630	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
CEMENT MASON 0.480	ALL			43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000
CERAMIC TILE FNSHER 0.770	BLD			36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000
COMM. ELECT. 0.750	BLD			40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100
ELECTRIC PWR EQMT OP 0.460	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000
ELECTRIC PWR GRNDMAN 0.370	ALL			37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000
ELECTRIC PWR LINEMAN 0.480	ALL			47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000
ELECTRICIAN 1.000	ALL			45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000
ELEVATOR CONSTRUCTOR 0.600	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060
FENCE ERECTOR 0.300	ALL			37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000
GLAZIER 0.940	BLD			40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000
HT/FROST INSULATOR 0.720	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000
IRON WORKER 0.350	ALL			44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000
LABORER 0.500	ALL			39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000
LATHER 0.630	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
MACHINIST 0.000	BLD			45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850
MARBLE FINISHERS 0.620	ALL			32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000
MARBLE MASON 0.780	BLD			43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000
MATERIAL TESTER I 0.500	ALL			29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000

MATERIALS TESTER II 0.500	ALL	34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000
MILLWRIGHT 0.630	ALL	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
OPERATING ENGINEER 1.250	BLD 1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	BLD 7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	FLT 1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900
OPERATING ENGINEER 1.250	FLT 3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900
OPERATING ENGINEER 1.250	FLT 6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900
OPERATING ENGINEER 1.250	HWY 1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
OPERATING ENGINEER 1.250	HWY 7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900
ORNAMNTL IRON WORKER 0.650	ALL	45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000
PAINTER 0.770	ALL	41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIVER 0.630	ALL	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000
PIPEFITTER 1.780	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000
PLASTERER	BLD	43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if

damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine- (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch

Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Contract# 1650-15538

EXHIBIT 15

Motorola Supplemental Terms and Conditions for Services

EXHIBIT 15
SUPPLEMENTAL TERMS AND CONDITIONS FOR SERVICES

Section 1 **DEFINITIONS AND INTERPRETATION**

1.1. "Agreement" means Contract number 1650-15538 including Professional Services Agreement., , all Exhibits and the complete set of Cook County Economic Disclosure Statement (EDS) Forms, Evidence of Insurance, Evidence of Board Approval, Identification of Subcontractor/Supplier/Subconsultant Form and Minority and Women Owned Business Enterprise Utilization Plan.

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

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

Section 2 **SCOPE OF SERVICES**

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

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

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

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

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

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

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

Section 3 **EXCLUDED SERVICES**

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

Section 3 EXCLUDED SERVICES (con't.)

3.2 The County has allocated funds in this Contract to cover items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. However, Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 4 TIME AND PLACE OF SERVICE

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

Section 5 CUSTOMER CONTACT

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

Section 6 LIMITATION OF LIABILITY AND INSURANCE

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

Section 7 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 8 MATERIALS, TOOLS AND EQUIPMENT

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

Section 9 CONTINUATION OF SERVICES

If Motorola provides Services after the termination or expiration of this Agreement, the County agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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EXHIBIT 16

Motorola Equipment and Parts Purchase Supplemental Terms and Conditions

**EXHIBIT 16
EQUIPMENT AND PARTS PURCHASE
SUPPLEMENTAL TERMS AND CONDITIONS**

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

Software: Equipment provided pursuant to this Contract may include software embedded in it. If this transaction involves software, any software owned by Contractor ("Motorola Software") is licensed to County solely in accordance with Contractor's Software License Agreement ("SLA"), which is attached as Exhibit 17 and incorporated herein by this reference. Any software owned by a third party ("Non-Motorola Software") is licensed to County in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Contractor the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Contractor makes no representations or warranties of any kind regarding Non-Motorola Software.

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

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

Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. Any radios that Cook County buys from Motorola will be allowed to affiliate to Zone 1 SC21 on the ITTF Talk Groups (ILEAS, MABAS, IPWAN, Region 4A and 4B, etc. These in addition to the two Statewide Talk Groups that are the County's already on Zone 1 (Statewide 1 and Statewide 2).

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Contract# 1650-15538

EXHIBIT 17

Motorola Software License Agreement

Exhibit 17 (Continued)
Software License Agreement

In this Exhibit 17, the term "Licensor" means Motorola Solutions, Inc., ("Motorola"); "Licensee," means the County of Cook, Illinois ("County"); "Primary Agreement" means the contract to which this Exhibit and the Equipment and Parts Purchase Supplemental Terms and Conditions are attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

Section 1 **SCOPE**

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

Section 2 **GRANT OF LICENSE**

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

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

Section 3 **LIMITATIONS ON USE**

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

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

3.3. [Intentionally Omitted]

Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time but remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

Section 5 CONFIDENTIALITY

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

Section 6 LIMITED WARRANTY

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

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

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

Section 7 LIMITATION OF LIABILITY

[Intentionally Omitted]

Section 8 TRANSFERS

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

Section 9 TERM AND TERMINATION

[Intentionally Omitted]

Section 10 NOTICES

Notices are described in the Primary Agreement.

Section 11 **UNITED STATES GOVERNMENT LICENSING PROVISIONS**

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

Section 12 **GENERAL**

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

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

12.3. ASSIGNMENTS. [Intentionally Omitted]

12.4. GOVERNING LAW. [Intentionally Omitted]

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Contract# 1650-15538

EXHIBIT 18

Construction General Conditions

INDEX

CONSTRUCTION **GENERAL CONDITIONS**

These terms and conditions apply only to that portion of the work that is considered to be construction work.

CGC-01 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor, is performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor shall a Contractor otherwise commit an unfair employment practice. The Contractor further agrees that this paragraph will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

CGC-02 INDEMNITY **(Intentionally Omitted)**

CGC-03 CONDUCT OF CONTRACTOR AND COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which are applicable to the performance of the Contract. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractors shall be the responsibility of the Contractor.

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of the Cook County Lobbyist Registration Ordinance and shall comply with all the provisions therein.

The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the services under the Contract.

The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under the Contract. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, anticipated material requirements or pricing actions, and knowledge of selection of Contractors and Subcontractors in advance of official announcement.

The Contractor agrees to familiarize itself with Cook County rules and regulations and inform its employees of all County policies respecting contraband and other matter.

CGC-04 MATERIAL, APPLIANCE AND EMPLOYEES

All work to be performed under this Contract shall be of high grade workmanship and shall be executed by mechanics and artisans skilled in their respective trades. Unless otherwise specified the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all material shall be new and of high quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

CGC-05 TIME AND PROGRESS

(Intentionally Omitted)

CGC-06 SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

(Intentionally Omitted)

CGC-07 PERMITS, LAWS AND REGULATIONS

The Contractor shall secure, at his own expense, all permits and licenses necessary to carry out the work described in this Contract.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits and licenses for all utilities, permanent structures and permanent changes in existing facilities shall be secured and paid for by the Contractor, unless otherwise specified.

CGC-8 ARCHITECT'S AUTHORITY

(Intentionally Omitted)

CGC-9 PROGRAM & CONSTRUCTION MANAGER'S AUTHORITY

(Intentionally Omitted)

CGC-10 NUMBER OF DOCUMENTS

(Intentionally Omitted)

CGC-11 COOPERATION BETWEEN CONTRACTORS

(Intentionally Omitted)

CGC-12 PLANS OR DRAWINGS AND SPECIFICATIONS COOPERATIVE

(Intentionally Omitted)

CGC-13 VARIATIONS

(Intentionally Omitted)

CGC-14 PROVISIONS RELATIVE TO DELAY

(Intentionally Omitted)

CGC-15 PAYMENT TO CONTRACTOR AND SUBCONTRACTORS

(Intentionally Omitted)

CGC-16 CHANGES AND MODIFICATIONS

(Intentionally Omitted)

CGC-17 DISPUTES

(Intentionally Omitted)

CGC-18 DEFAULT

(Intentionally Omitted)

CGC-19 AWARD OF SUBCONTRACTS

(Intentionally Omitted)

CGC-20 SUPERINTENDENCE
(Intentionally Omitted)

CGC-21 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property, including utilities located therein, from damage, injury or loss arising in connection with this Contract. The Contractor shall make good on any such damage, injury or loss, except as may be caused by other contractors, agents or employees of the County.

The Contractor shall provide and erect all necessary barricades and other protection required by the County and/or local laws and ordinances, or local authorities having jurisdiction over same and shall also protect all walks, curbs, lamp posts, underground conduits, overhead wires, water sewer, gas mains, etc. until such time as they are taken care of by the respective public service corporations or by the County. The Contractor shall also provide and maintain all necessary warning lights from twilight to sunrise.

Where the Contractor's work affects adjacent private or public property, including utilities located thereon, it shall take such steps as are provided by law and/or as necessary to prevent damage, injury or loss. The Contractor shall be responsible for and make good any damage, injury, or loss to adjacent property resulting from its operations. The Contractor shall notify all public and private owners by Registered Mail. Return Receipt Requested, well in advance of commencing any work affecting their property or utilities.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of State, Federal and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. It shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards.

All Contractors shall require each employee on the site to wear a safety helmet (hard hat) at all times.

Maintenance of Public Way: All debris of construction deposited on public ways shall be removed immediately; all vehicles engaged in the construction project shall be so policed and cleaned that no debris carried from the site is deposited on the public way; all Contractors and Subcontractors are mutually liable for enforcement; the Contractor shall hold the County harmless from all liability, due to failure to observe the above precautions.

Contractor shall at all times during construction of the Project, cause all debris, including, but not limited to, sedentary and airborne contaminants, to be contained so that such debris does not adversely affect the environment and community in which the Project is being constructed.

If Contractor fails to clean up as directed by the County during or at the completion of the Work, the County may perform such clean-up work and the cost thereof shall be charged to Contractor.

Contractor shall control dust by using water hoses to wet driveways and other areas of the site which generate dust. When directed by the County, the Contractor shall increase its effort of dust control at no additional cost to the County.

In an emergency affecting the safety of life, the work, or adjoining property: the Contractor, without special instruction or authorization from the County is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and it shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by mutual agreement.

Should the Contractor, or its employees, or any of its Subcontractors or material men cause damage

to the County, or the work or materials of other contractors or persons, the damage shall be made good again by the person originally causing it, or such party as the County may designate. Repairs and replacement shall be under the direction of the County or its representative and the cost of same shall be charged to the Contractor causing the damage. The Contractor shall also protect from damage all parts of the work and unused materials of its Contract from freezing or inclement weather and the Contractor shall be solely responsible for the condition of such work and materials.

Contractor shall take all necessary precautions to ensure the safety of the public and of workmen on the Site, and to prevent accidents or injury to any persons on or adjacent to the Site. The Contractor shall comply with the "Williams-Steiger Occupational Safety and Health Act of 1970" ("OSHA") and all subsequent revisions thereto, and all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents, and shall also utilize the "Manual of Accidental Prevention in Construction" of the Associated General Construction/Builders of America and with applicable provisions of the American Standard Safety Code for Building Construction ANSI A 10 Series. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, proper safeguards against the dangers created by openings, stairways, falling materials, open excavations and all other hazardous conditions.

Contractor shall designate, and require each Subcontractor to likewise designate, a responsible representative at the Site as Superintendent who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules and regulations..

Contractor shall provide and make available to all workmen reasonable medical supplies and equipment necessary to provide immediate first aid service to all persons who may be injured in connection with the Work. All medical supplies and equipment shall be supplied in accordance with standards imposed by OSHA and by any governmental agency having jurisdiction over the Site.

Prior to commencing services under this Contract, the Contractor shall implement a Project Safety Plan, which shall be provided to the County upon request.

This Project Safety Program shall be enacted upon by the Contractor for the duration of the Project and shall be updated as required for changing conditions.

The Contractor shall have and maintain control over the Site. The County or its agents shall in no event have control or charge of the construction and shall not be responsible for construction and safety means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform.

CGC-22 MATERIALS INSPECTION AND RESPONSIBILITY

The County, by its engineering agencies, shall have a right to inspect any materials to be used in carrying out this Contract. The County does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the County.

Materials, components or completed work not complying therewith may be rejected by the County and shall be replaced by the Contractor at no cost to the County. Any materials or components rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after written notice has been mailed by the County to the Contractor that such materials or components have been rejected.

CGC-23 SUBSTANTIAL COMPLETION OF THE WORK (Intentionally Omitted)

CGC-24 GUARANTEES AND WARRANTIES (Intentionally Omitted)

CGC-25 FIRE PROTECTION

All equipment and materials provided under these Specifications shall be installed in strict accordance with the last edition of the Code of the National Fire Protection Association. The Contractor shall comply with all code requirements for Underwriters' Laboratories, Inc. labels. The Contractor and/or respective Subcontractors shall pay all fees and cost that may become necessary in complying with any and all requirements under this heading.

CGC-26 USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by laws, ordinances, permits and/or direction of the County and shall not encumber the premises with material or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

Contractor and its Subcontractors, equipment or material suppliers shall not erect signs or advertising media of any nature on the premises without explicit written approval from the Owner.

CGC-27 WORKING REGULATIONS

Before commencing work, Contractor shall confer with the official in charge of the building and ascertain full knowledge of all rules and regulations affecting working conditions.

CGC-28 WATCHMAN SERVICE (Intentionally Omitted)

CGC-29 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the contract, whether incorporated in the work or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by a written notice, the County may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the County may, upon ten (10) day's written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

CGC-30 DEDUCTIONS FOR UNCORRECTED WORK (Intentionally Omitted)

CGC-31 REFERENCE STANDARDS

Reference made in the Contract Documents to standard specifications, codes, or test methods of technical societies, trade association and similar organization is to the latest revision of such standards in effect 30 calendar days prior to the date of the Contract Documents, unless specifically indicated to the contrary. If the document numbers referenced have since been changed, the current appropriate number shall apply.

CGC-32 COOK COUNTY HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County shall engage in unlawful discrimination or sexual harassment against any individual in the terms and conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. Every Contractor is to certify its compliance with these policies and its agreement to abide by such policies as a part of the Contractor's contractual obligations.

CGC-33 EMPLOYMENT – VETERANS

The Contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointment and employment upon public works, by or for the use of, the State or its political subdivision", approved June 12, 1935, as amended. Attention is called to Illinois Compiled Statutes 1992, 330 ILCS 55/1.

CGC-34 CERTIFICATE OF QUALIFICATION COOK COUNTY ORDINANCE ARTICLE 34, SECTION 173
(Intentionally Omitted)

CGC-35 TAX AND FEE DELINQUENCY COOK COUNTY ORDINANCE ARTICLE 34, SECTION 177

The County of Cook is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the County of Cook.

CGC-36 DISQUALIFICATION FOR NON-PERFORMANCE COOK COUNTY ORDINANCE ARTICLE 34, SECTION 170

No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the Cook County Board of Commissioners. The period of ineligibility shall continue for 24 months from the date the Board terminates the contract.

CGC-37 STEEL PRODUCTS PROCUREMENT
(Intentionally Omitted)

CGC-38 TERMINATION FOR CONVENIENCE
(Intentionally Omitted)

CGC-39 INSPECTION OF WORK

The County and its authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the Specifications, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the County and appropriate public authorities, timely notice of the date fixed for each inspection.

CGC-40 ACCIDENT REPORTS

Contractor shall give the County immediate written notification of any occurrence, on the site or otherwise, which involves the Contractor's own personnel, or those of any of its Subcontractors or material suppliers, whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. Property damage is defined as including physical damage on the site and off-site, as well as "Acts of God", such as wind damage, etc.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated person for injuries sustained, and such other information as may be necessary. The local police should be notified of any

occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report. In addition, if injuries or damage occur, the accident shall be reported immediately by telephone or messenger.

CGC-41 ROYALTIES AND PATENTS
(Intentionally Omitted)

CGC-42 PATENTS, COPYRIGHTS AND LICENSES
(Intentionally Omitted)

CGC-43 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS
(Intentionally Omitted)

CGC-44 AUDIT: EXAMINATION OF RECORDS
(Intentionally Omitted)

CGC-45 GENERAL NOTICE
(Intentionally Omitted)

CGC-46 MISCELLANEOUS
(Intentionally Omitted)

CGC-47 ENTIRE AGREEMENT
(Intentionally Omitted)

CGC-48 COOPERATION WITH INSPECTOR GENERAL
(Intentionally Omitted)

CGC-49 COOK COUNTY CONTRACT COMPLIANCE - DISADVANTAGED BUSINESS ENTERPRISE (DBE) Or MINORITY BUSINESS ENTERPRISE (M/WBE) - SEE SPECIAL CONDITIONS.
(Intentionally Omitted)

CGC-50 PRE-CONSTRUCTION PHASE ACTIVITIES
(Intentionally Omitted)

CGC-51 SUBMITTALS & LONG LEAD TIME MATERIALS
(Intentionally Omitted)

CGC-52 DELIVERY, INSTALLATION AND ACCEPTANCE
(Intentionally Omitted)

CGC-53 KEY PERSONNEL: PROJECT MANAGEMENT (PROJECT CONTROL)
(Intentionally Omitted)

CGC-54 TRAINING
(Intentionally Omitted)

CGC-55 DOCUMENTATION REQUIREMENTS: GENERAL & FINAL COMPLETION
(Intentionally Omitted)

CGC-56 CLEANING AND OTHER REQUIREMENTS
(Intentionally Omitted)

CGC-57 COOK COUNTY RESIDENCY ORDINANCE CHAPTER 34, SECTION 190

For all Public Works Projects, the Bidder shall comply with Section 34-190 of the Cook County Procurement Code, which requires that Public Works Contracts having an estimated contract price of \$100,000 or more, where not otherwise prohibited by Federal or State law, shall have at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

"Residents of the County of Cook" shall mean persons domiciled with the permanent home and principal establishment.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Director in triplicate shall identify clearly the actual residence of every employee on each submitted certified payroll.

Full access to the Contractor's and Subcontractor's employment records shall be granted to the Chief Procurement Officer, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the Work. Affidavits and other supporting documentation will be required of the Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

CGC-58 RESPONSIBLE BIDDER

All Bid Proposals for Public Works Construction shall be evaluated to determine, whether the Bidder is responsible, in accordance with Section 34-145 of the Cook County Procurement Code. In accordance with Section 34-145 the CPO shall determine whether the Bidder: (i) is authorized to do business in Illinois and the County; (ii) has, as applicable, a Federal Employer Identification Number or Social Security; (iii) meets any applicable insurance requirements in the Bid Document; (iv) has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, and State and Federal equal employment opportunity laws; (v) contractually requires any subcontractor to participate in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; and (vi) has agreed to provide Certified payrolls as specified in the Illinois Prevailing Wage Act.

CGC-59 CONTRACTOR'S PROMOTIONAL MATERIALS **(Intentionally Omitted)**

CGC-60 JOINT AND SEVERAL LIABILITY PROVISION **(Intentionally Omitted)**

CGC-61 OWNER'S RIGHT TO STOP WORK **(Intentionally Omitted)**

If the Contractor fails to correct defective Work or fails materially to carry out the Work in accordance with the Contract Documents and fails within ten (10) days after receipt of written notice from the Owner to commence and continue correction of such failure with diligence and promptness, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right to stop the Work is in addition to and not in limitation of any of the rights of Owner pursuant to GC-18 or other provisions of the Contract Documents dealing with default on the part of the Contractor.

CGC-62 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

Notwithstanding anything provided herein or by applicable law, the parties agree that in no event shall the statute or statutes of limitation applicable to any part of the Contractor's Work and the Work provided by the Contractor's Subcontractors, consultants and agents, be deemed to commence until after Final Completion of the entire Project.

CGC-63 PREVAILING WAGES

The Contractor shall comply with the Illinois Prevailing Wage Act which requires laborers, mechanics and other workers employed under contracts for public works to be paid prevailing wages. See 820 ILCS 130/1 *et seq.* The most current scale of prevailing wages shall be paid to laborers, mechanics and other works employed under this Contract. The most current scale of prevailing wages shall be posted by the Contractor in a prominent and easily accessible location at the worksite. A copy of the most recent Illinois Prevailing Wage Rates is attached as Exhibit B to the Contract.

CGC-64 SAFETY & UTILITY SHUTDOWNS

If applicable, Contractor shall comply with all safety and utility shutdown requirements of the County. Safety and utility shutdown requirements may differ at various Facilities. The Contractor shall request a utility shutdown using a form furnished by the Owner.

CGC-65 CONSTRUCTION PHOTOGRAPHS
(Intentionally Omitted)

CGC-66 COOK COUNTY GREEN CONSTRUCTION ORDINANCE

The Contractor shall comply with all requirements of the Cook County Chapter 30 Environment, Article IX Green Construction, Sections 30-950 through 30-955 of the Cook County Code as applicable to diesel vehicle emissions.

END OF SECTION

Contract# 1650-15538

EXHIBIT 19

COUPE Agreement

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COALITION OF UNIONIZED PUBLIC EMPLOYEES (C.O.U.P.E.)

AND

COUNTY OF COOK/SHERIFF OF COOK COUNTY
(as Joint Employers)

Effective
December 1, 2012 through November 30, 2016

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

SEP 10 2014

**COALITION OF UNIONIZED PUBLIC EMPLOYEES (C.O.U.P.E.)
MEMBER UNIONS WITH
COUNTY OF COOK**

1. **Architectural & Ornamental Iron Workers' Union, Local 63**
 2. **Chicago and Northeast Illinois District Council of Carpenters, Local 13**
 3. **Chicago Journeyman Plumbers Union, Local 130, UA**
 4. **Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity**
 5. **International Association of Heat & Frost Insulators and Asbestos Workers, AFL-CIO, Local 17**
 6. **International Association of Machinists & Aerospace Workers, AFL-CIO, Local 126**
 7. **International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, Local Lodge 1**
 8. **International Brotherhood of Electrical Workers, Local 134**
 9. **International Union of Elevator Constructors, Local 2**
 10. **International Union of Operating Engineers, Local 150, AFL-CIO**
 11. **Journeymen Plasterers Protective and Benevolent Society, Local 5**
 12. **Painters' District Council No. 14, International Brotherhood of Painters and Allied Trades**
 13. **Pipe Fitters Association, UA, Local 597**
 14. **Sewer & Tunnel Miners Union, Local 2 Laborers' International Union of North America**
-
15. **Sheet Metal Workers' International Association, Local 73**
 16. **Sign and Pictorial Painters Union, Local 830**
 17. **State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 726**
 18. **The United Order of American Bricklayers & Stone Masons, Local 21, IL of IUBAC**

**COALITION OF UNIONIZED PUBLIC EMPLOYEES (C.O.U.P.E.)
MEMBER UNIONS WITH
COUNTY OF COOK/SHERIFF OF COOK COUNTY
(AS JOINT EMPLOYERS)**

- 1. International Brotherhood of Electrical Workers, Local 134**
- 2. International Union of Operating Engineers, Local 150, AFL-CIO**
- 3. The United Order of American Bricklayers & Stone Masons, Local 21, IL of IUBAC**

APPENDIX A

Architectural & Ornamental Iron Workers' Union, Local #63

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2336	Architectural Iron Worker	\$42.90/hr.	06-01-13
2335	Architectural Iron Worker Foreman	\$45.40/hr.	06-01-13
2334	Master Locksmith	\$42.90/hr.	06-01-13

UNION: Architectural & Ornamental Iron Workers' Union, Local 63

BY:

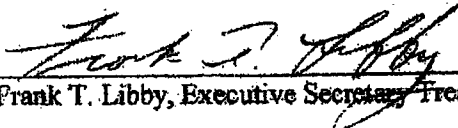

Larry McNiff, Business Manager

APPENDIX A

Chicago and Northeast Illinois District Council of Carpenters, Local 13

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2317	Carpenter	\$42.52	06-01-13
2318	Carpenter Foreman	\$45.02	06-01-13
2321	Lather	\$42.52	06-01-13
2364	Upholsterer	\$34.01	06-01-13
2366	Maintenance Worker	\$24.92	06-01-13
2367	Maintenance Worker Foreman	\$26.09	06-01-13
1404	Building & Zoning Inspector I	\$42.52	06-01-13
1415	Building & Zoning Inspector II	\$42.52	06-01-13
1412	Fire Prevention Inspector	\$42.52	06-01-13
1402	Building & Construction Plan Examiner I	\$42.52	06-01-13
1420	Zoning Plan Examiner I	\$42.52	06-01-13

UNION: Chicago Regional District Council of Carpenters

BY: 
 Frank T. Libby, Executive Secretary/Treasurer

BY: 
 Thomas E. Ryan, Jr., Business Representative, Local 13

APPENDIX A

Chicago Journeyman Plumbers Union, Local 130, U.A.

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2348	Chief Plumbing Inspector	\$51.99	06-01-13
2350	Plumber	\$46.05	06-01-13
2352	Plumber Foreman	\$48.05	06-01-13
2353	Plumbing Inspector/Foreman	\$48.05	06-01-13
2349	Plumbing Plan Examiner	\$48.05	06-01-13

UNION: Chicago Journeyman Plumbers Union, Local 130, UA

BY:

James F. Coyne
James Coyne, Business Manager

APPENDIX A

Glaziers, Architectural Metal and Glass Workers Union, Local 27, Chicago & Vicinity

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2320	Glazier	\$40.00	6/1/13

UNION: Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity

BY: 
Terrence Fitzmaurice, Business Manager

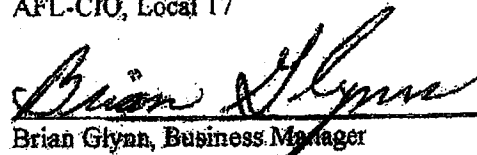
APPENDIX A

International Association of Heat and Frost Insulators
& Asbestos Workers, AFL-CIO, Local 17

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2342	Pipe coverer	\$46.95	06-01-13
2368	Pipecoverer Foreman	\$49.45	06-01-13
2388	Pipecoverer Material Handler	\$35.21	06-01-13
2389	Pipecoverer Pre-Apprentice		06-01-13

UNION: International Association of Heat & Frost Insulators and Asbestos Workers,
AFL-CIO, Local 17

BY:


Brian Glynn, Business Manager

APPENDIX A

International Association of Machinists & Aerospace Workers,
AFL-CIO, Local 126

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2331	Machinist	\$43.92	07-01-13
2339	Machinist Foreman	\$46.42	07-01-13

UNION: International Association of Machinists & Aerospace Workers,
AFL-CIO, Local 126

BY:


Joseph M. Pjanowski, Directing Business Representative

APPENDIX A

International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers, Local Lodge No. 1

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2307	Boilermaker/Blacksmith	\$42.13	7/1/13
2310	Boilermaker/Welder	\$42.13	7/1/13

UNION: International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths,
Forgers & Helpers, Local Lodge 1

BY:



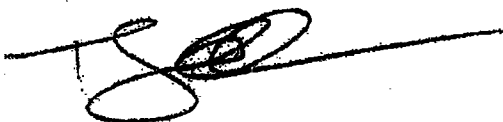
John Riel, Business Manager, Secretary-Treasurer

APPENDIX A

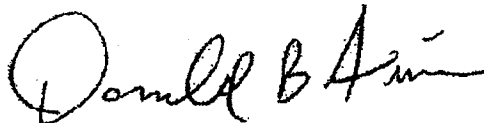
International Brotherhood of Electrical Workers, Local 134 (IBEW)

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2390	Biomedical Electrical Technician	\$43.00	6/3/13
2391	Biomedical Electrical Technician Foreman	\$46.00	6/3/13
2327	Chief Electrical Inspector	\$49.00	6/3/13
2328	Electrical Equipment Technician	\$43.00	6/3/13
2346	Electrical Equipment Technician Foreman	\$46.00	6/3/13
2330	Electrical Inspector	\$46.00	6/3/13
2329	Electrical Mechanic	\$43.00	6/3/13
2323	Electrical Plan Examiner	\$46.00	6/3/13
2324	Electrician	\$43.00	6/3/13
2326	Electrician Foreman	\$46.00	6/3/13
2379	Telecommunications Electrician	\$43.00	6/3/13
2378	Telecommunications Electrical Foreman	\$46.00	6/3/13

UNION: International Brotherhood of Electrical Workers, Local 134



BY: Terry Allen, Business Manager



BY: Don Finn, Business Representative and Financial Recording Secretary

APPENDIX A

International Union of Elevator Constructors, Local No. 2

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
1411	Elevator Inspector	\$56.14	1/1/14
1413	Elevator Mechanic	\$49.90	1/1/14

UNION: International Union of Elevator Constructors, Local 2

BY:


Dan Baumann, Business Manager

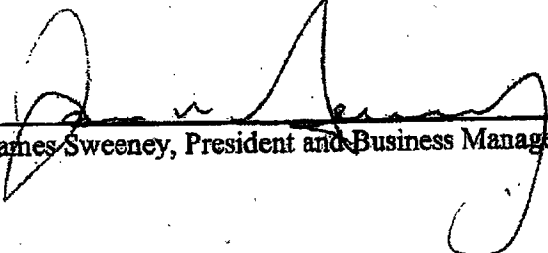
APPENDIX A

International Union of Operating Engineers, Local 150, AFL-CIO

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2372	Road Equipment Operator	\$44.30	6/1/13
2373	R.E.O. (Master Mechanic)	\$47.30	6/1/13
2376	R.E.O. (Master Mechanic) Foreman	\$48.30	6/1/13

UNION: International Union of Operating Engineers, Local 150, AFL-CIO

BY:


James Sweeney, President and Business Manager

APPENDIX A

Journeyman Plasterers Protective and Benevolent Society, Local #5

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2361	Plasterer	\$45.25	07-01-13

UNION: Journeyman Plasterers Protective and Benevolent Society, Local 5

BY: John A. Manley
John A. Manley, Business Manager


APPENDIX A

Painters' District Council No. 14,
International Brotherhood of Painters and Allied Trades

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2354	Painter	\$40.75	6/1/13
2356	Painter Foreman	\$45.75	6/1/13
4008	Painter Apprentice		6/1/13

UNION: Painters' District Council No. 14, International Brotherhood of Painters and Allied Trades

BY:


Terrence Ritzmaurice, Business Manager


APPENDIX A

Pipe Fitters Association, U.A., Local 597

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2344	Steamfitter	\$46.00	06-01-13
2345	Steamfitter Foreman	\$49.00	06-01-13
2343	Refrigerator Man	\$46.00	06-01-13

UNION: Pipe Fitters Association, UA, Local 597

BY: 
James Buchanan, Business Manager

BY: 
Harrison Mailey, Business Representative

APPENDIX A

Sewer and Tunnel Miners Union, Local No. 2
Laborers' International Union of North America

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2392	Laborer	\$37.00	6/1/13
2393	Laborer I	\$37.00	6/1/13
2394	Laborer II	\$37.40	6/1/13
2396	Laborer Foreman (Highway)	\$38.10	6/1/13
2395	Laborer Foreman	\$38.10	6/1/13
2363	Plasterer Helper	\$37.00	6/1/13

UNION: Sewer & Tunnel Miners Union, Local 2
Laborers' International Union of North America

BY: 
Douglas Binder, Secretary-Treasurer

APPENDIX A

Sheet Metal Workers' International Association, Local No. 73

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2340	Tinsmith	\$41.21	6/1/13
2341	Tinsmith Foreman	\$44.51	6/1/13
2225	Ventilating Inspector	\$44.51	6/1/13

UNION: Sheet Metal Workers' International Association, Local 73

BY:



Rocco Terranova, President and Business Manager


APPENDIX A

Sign and Pictorial Painters Union, Local 830

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2359	Sign Painter (Shopman)	\$35.29	06-18-2014

UNION: Sign and Pictorial Painters Union, Local 830

BY:


Terrence Fitzmaurice, Business Manager

APPENDIX A

State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 700

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2381	Motor Vehicle Driver I	\$34.51	06-01-14
2382	Motor Vehicle Driver II	\$35.16	06-01-14
2371	M.V.D. (Road Repairman)	\$34.51	06-01-14

UNION: State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 700

BY: _____

Ramon Williams

APPENDIX A

Administrative District Council #1 of Illinois

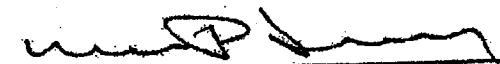
JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2311	Bricklayer	\$41.58	6/1/13
2312	Bricklayer Helper	\$45.74	6/1/13
2431	Marble Polisher	\$30.52	6/1/13

UNION: Administrative District Council #1 of Illinois

BY:


James Allen, President

BY:


Michael Lowery, Secretary-Treasurer

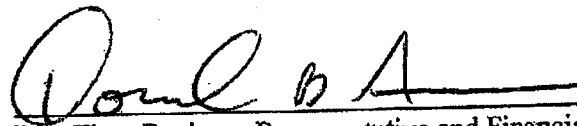
APPENDIX A
(Cook County Sheriff)

International Brotherhood of Electrical Workers, Local 134 (IBEW)

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2239	Electrical Mechanic	\$43.00	6/3/13

UNION: International Brotherhood of Electrical Workers, Local 134

BY:



Don Finn, Business Representative and Financial Recording Secretary

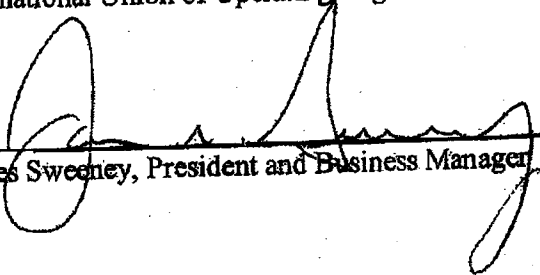
APPENDIX A

International Union of Operating Engineers, Local 150, AFL-CIO

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2372	Road Equipment Operator	\$44.30	6/1/13
2373	R.E.O. (Master Mechanic)	\$47.30	6/1/13
2376	R.E.O. (Master Mechanic) Foreman	\$48.30	6/1/13

UNION: International Union of Operating Engineers, Local 150, AFL-CIO

BY:


James Sweeney, President and Business Manager

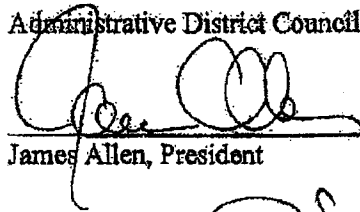
APPENDIX A

Administrative District Council #1 of Illinois
(Cook County Sheriff)

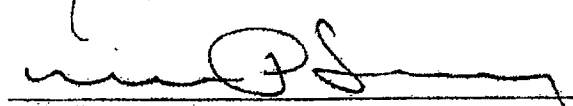
JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2431	Marble Polisher	\$30.52	6/1/13

UNION: Administrative District Council #1 of Illinois

BY:



James Allen, President



Mike Lowery, Secretary-Treasurer

**Extension Agreement Between
The Coalition of Unionized Public Employees
And the County of Cook**

The County of Cook (the County") and the labor organization that bargained as a Coalition in the negotiations that resulted in a successor COUPE collective bargaining agreement effective December 1, 2012 through November 30, 2016, the Coalition of Unionized Employees ("COUPE") and the County, hereby agree as follows:

In order to ensure the timely, orderly, and uninterrupted completion of work without labor disputes, and to reduce job site friction, the County and COUPE agree as follows during the term of the Agreement until November 30, 2016.

To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in the County of Cook. Said agreement shall be included in all requests for proposals and/or bids in accordance with County written policy, contracts, or subcontracts by all contractors and subcontracts.

This extension agreement is subject to approval by the Cook County Board of Commissioners. This agreement shall remain in effect after said approval. This agreement does not apply to contracts previously awarded, entered into or advertised prior to the effective date of this agreement.

Cook County

William D. ...

Date: 4-18-14

Coalition of Unionized Public Employees

Thomas E. Ry...

Date: 4/18/14

Side Letter of Agreement
Between
The County of Cook/Sheriff of Cook County and
The Coalition of Unionized Public Employees (COUPE)

The Parties agree effective the date of approval of the successor COUPE collective bargaining agreement by the County Board of Commissioners, the County's sign painter shopman (job code 2359) position will be converted from non-prevailing rate status to prevailing rate. All provisions of the COUPE collective bargaining agreement shall apply to the sign painter shopman.

The Sign & Pictorial Painters Union Local 830 shall submit three (3) certified copies of a signed bargaining agreement between contractor(s) or other employer(s) and the Union to the Department of Human Resources which shall constitute proof of the prevailing rate of wages paid for the position(s) represented by the Sign & Pictorial Painters Union, minus the per hour costs of fringe benefits.

Cook County

William D. Marshall

Date: 4-18-14

Coalition of Unionized Public Employees

Thomas S. Ag. Jr.

Date: 4/18/14

Contract# 1650-15538

EXHIBIT 20

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2
CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant 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 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
Timothy J Dart	33 N. Dearborn St, Suite 2200, Chicago, IL 60602-3857

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: _____ No: X

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

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County. **

PERMANENT INDEX NUMBER(S): 02-34-300-071-0000; 02-34-300-072-0000; 02-34-400-024-0000;
07-02-201-010-0000; 07-02-201-011-000; 07-11-201-021-0000;
02-034-300-073-0000; 02-034-300-070-0000
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

**As of May 16, 2016

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

Motorola Solutions' certifications and statements are made to the best of its knowledge and on information available on May 23, 2016. Motorola Solutions reserves the right to amend this EDS upon discovery of contrary facts.

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 Applicant 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.

"Person" "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. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Motorola Solutions, Inc.
 D/B/A: _____ FEIN NO.: 36-1115800
 Street Address: 1303 E Algonquin Road
 City: Schaumburg State: IL Zip Code: 60196
 Phone No.: 847-576-5000 Fax Number: _____ Email: john.zidar@motorolasolutions.com

Cook County Business Registration Number: _____
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
------	---------	---

On March 28, 2016, Motorola filed a Proxy Statement with the SEC that disclosed the known beneficial owners of more than 5% of Common Stock as of March 18, 2016. Please refer to page 15 of the filing, which may be found at:
<http://www.sn1.com/interactive/newlookandfeel/4280272/MSI-2016ProxyStatement.PDF>

2. If the interest of any Person 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
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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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
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Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
------	---------	--	----------------

Please see attached Executive Committee Officer's list.

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

John Zidar
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

John.zidar@motorolasolutions.com
E-mail address

Corporate Vice President
Title

5/23/16
Date

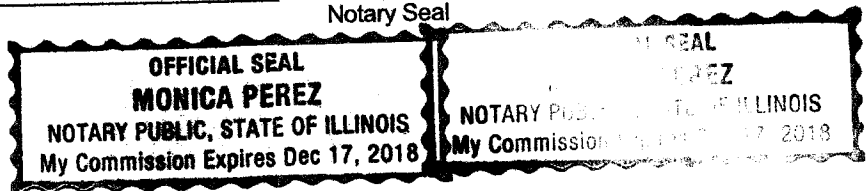
248-880-2340
Phone Number

Subscribed to and sworn before me
this 23 day of MAY, 2016

My commission expires: 12/17/18

X [Signature]
Public Signature

[Signature]
Notary
Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Motorola Solutions, Inc.

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Chris Chisnell, Sr. Account Manager Phone 847-489-9379 Email chris.chisnell@motorolasolutions.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1650-15538

The aggregate dollar value of the business you are doing or seeking to do with the County: \$12,819,794.74

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Shannon Andrews, CPO

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Shannon Andrews, CPO

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business' entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

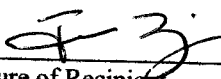
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient

5/23/16

 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1650-15538

County Using Agency (requesting Procurement): Countywide

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Motorola Solutions, Inc.

Substantial Owner Complete Name: _____

FEIN# 36-1115800

Date of Birth: _____

E-mail address: john.zidar@motorolasolutions.com

Street Address: 1303 E Algonquin Road

City: Schaumburg

State: IL

Zip: 60196

Home Phone: (847) 576-5000

Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

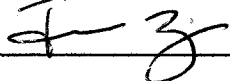
Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 5/23/16

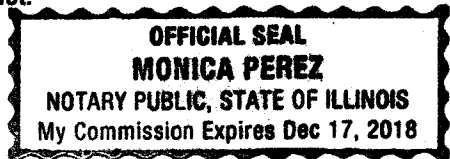
Name of Person signing (Print): John Zidar Title: Corporate Vice President

Subscribed and sworn to before me this 23 day of MAY, 20 16

x 
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

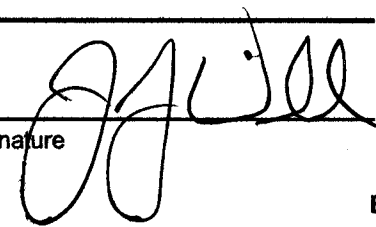
Execution by Corporation

Motorola Solutions, Inc.
Corporation's Name

John Zidar / 
Corporate Vice President Printed Name and Signature

248-880-2340
Telephone

John.zidar@motorolasolutions.com
Email


Assistant Secretary Signature

May 24 2016
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this
_____ day of _____, 20__.

My commission expires:

Notary Public Signature

Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA SOLUTIONS, INC.

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

1. At a meeting of the Board of Directors of the Company held on May 17, 2016 at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 17, 2016, have not been amended, and are in full force and effect on the date hereof:

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

a. Documents having a value in excess of \$25 million in the aggregate over the term of the arrangement; or

b. Documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) outsourcing arrangements, (iii) customer financing extending more than 364 days, (iv) capital expenditures, (v) lease commitments, (vi) agreements and compensatory arrangements applicable to Motorola Solutions Appointed Vice Presidents and above, (vii) litigation and legal claims, (viii) appointing agents and attorneys-in-fact to represent the Company before any customs agency, (ix) financial guarantees, financial surety agreements and financial guarantee undertakings, (x) opening bank accounts, (xi) establishing borrowing relationships on behalf of the Company, and (xii) voting or otherwise dealing with securities owned by the Company. Authority for such Documents is found in the specific resolutions below.

RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution by Corporate Vice Presidents of Documents related to procurement arrangements. Authority for such Documents is found in the specific resolutions below.

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

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

<u>Name</u>	<u>Title</u>
John Zidar	Corporate Vice President, North America Government Sales, Central Region.

IN WITNESS WHEREOF, I have executed this Certificate as of this 24 day of May, 2016.


Jason Winkler
Assistant Secretary

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

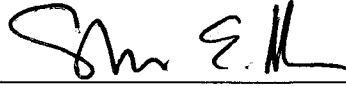
Effective: February 2, 2016

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Gino A. Bonanotte	Executive Vice President and Chief Financial Officer
Bruce Brda	Executive Vice President, Products & Services
Eduardo Conrado	Executive Vice President, Chief Strategy & Innovation Officer
Mark S. Hacker	Executive Vice President, General Counsel & Chief Administrative Officer
Jack Molloy	Executive Vice President, Worldwide Sales
Kristin Kruska	Vice President & Corporate Secretary

SECTION 6
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF June, 20 16

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

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

1650-15538

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 08 2016

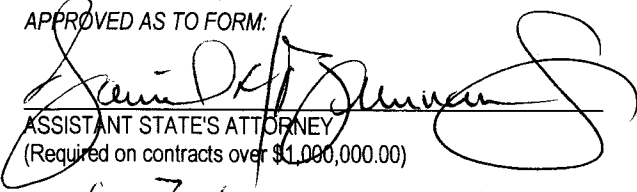
OR

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

TOTAL AMOUNT OF CONTRACT: Twelve Million Eight Hundred Nineteen Thousand Seven Hundred Ninety Four Dollars and 74/100
(\$12,819,794.74)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



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

6-7-16

Date