

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



January 10, 2012

Mr. Alan Henney
6912 Prince Georges Ave.
Silver Spring, MD 20912

Re: Freedom of Information Request (File No. 1266)

Dear Mr. Henney:

This letter is in response to your Freedom of Information Act ("FOIA") request dated December 15, 2011 requesting a copy of the Motorola contract. We have identified sixty four (64) pages in response to your request.

One (1) page has been redacted in accordance with D.C. Official Code § 2-534 (a)(6), information specifically exempted from disclosure under statute, 26 U.S.C. §§ 6109 (f)(2)(B) and (3). The redacted information consists of federal identification numbers. Withholding this information is intended to protect the interests of the company. The Internal Revenue Code, at 26 U.S.C. § 6109(a), requires every person who is required to file a return, statement or other document with the Secretary of the Treasury to include an identifying number for the person filing. Section 6109(f)(3) provides that an employer identification number that is obtained by the head of any agency or instrumentality with which the number is shared shall be confidential.

The FOIA implementing regulations and the Freedom of Information Documents Administrative Cost Assessment Amendment Act of 2004, D.C. Law 15-242, effective March 17, 2005, provide for the recovery of fees for the search for records (per quarter hour, after 1st hour) and reproduction fee of twenty-five cents per page for copies of records pursuant to FOIA requests. The total time for searching for the records is less than one (1) hour, and the total number of pages being provided is 64. The search time did not exceed one hour; therefore there is not a charge for searching. The charge for reproduction is \$16.00.

Payment in the form of a personal or company check, a bank draft or a postal money order made payable to the D.C. Treasurer must be received before the documents will be released. You may contact Ms. Jossette Mercer, FOIA Specialist, at (202) 724-4196 to arrange to receive the documents described above.

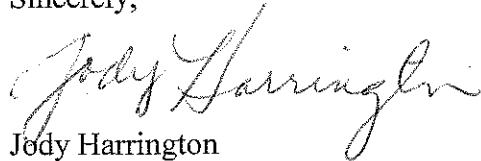
Please know that, under D.C. Official Code § 2-537 and 1 DCMR 412, you have the right to appeal this letter to the Mayor or to the Superior Court of the District of Columbia. If you elect to appeal to

Page: 2

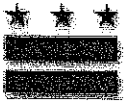
File No. 1266

the Mayor, your appeal must be in writing and contain "Freedom of Information Act Appeal" or "FOIA Appeal" in the subject line of the letter as well on the outside of the envelope. The appeal must include (1) a copy of the original request; (2) a copy of any written denial; (3) a statement of the circumstances, reasons, and/or arguments advanced in support of disclosure; and (4) a daytime telephone number, and e-mail and/or U.S. Mail address at which you can be reached. The appeal must be mailed to: The Mayor's Correspondence Unit, FOIA Appeal, 1350 Pennsylvania Avenue, N.W., Suite 316, Washington, D.C. 20004. Electronic versions of the same information can instead be e-mailed to The Mayor's Correspondence Unit at foia.mayor@dc.gov. Further, a copy of all appeal materials must be forwarded to the Freedom of Information Officer of the involved agency, or to the agency head of that agency if there is no designated Freedom of Information Officer there. Failure to follow these administrative steps will result in delay in the processing and commencement of a response to your appeal to the Mayor.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jody Harrington".

Jody Harrington
Deputy FOIA Officer



Order No : PO354294-V2 -FY11a - OUC - Motorola DCTO-2010-T-0026 Option Year 1 Renewal - SPR

Issued on Thu, 24 Feb, 2011

Supplier:

MOTOROLA, INC.
7031 COLUMBIA GATEWAY DR
3RD FLOOR
COLUMBIA, MD 21046
United States
Phone: 1410.712.4911
Fax: 1410.712.6489
Contact: JEFF FLAIG

Ship To:

Office of Unified Communications
2720 Martin Luther King Jr. Ave. SE,
Washington, DC 20032
United States
Phone: 1(202) 730-0521
Fax: 1(202) 730-0514

Deliver To:

Shani Jones

Bill To:

Office of Unified Communications
2720 Martin Luther King Jr. Ave. SE,
Washington, DC 20032
United States
Phone: 1(202) 730-0521
Fax: 1(202) 730-0514

If used in conjunction with a contract award, purchase order is placed in accordance with all provisions of Contract Number: HGAC 09-2244/DCTO-2010-T-0026

Bill To Contact: Attn: Kipling Ross

Requester: Shani Jones

Form:

Delivery Date: Thu, 23 Dec, 2010

PR No.: RQ723820-V2

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Modified	FY11 Motorola radio service and maintenance ...		each	129,552	Thu, 23 Dec, 2010	\$1.00USD	\$129,552.00USD

FY11 Motorola radio service and maintenance patial option exercise for option year 1.

Period of Performance is February 5, 2011 through March 3, 2011.

Item	Action	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
2	Added	FY11 Motorola radio service and maintenance ...		each	1,425,072	Thu, 23 Dec, 2010	\$1.00USD	\$1,425,072.00USD

FY11 Motorola radio service and maintenance partial option exercise for option year 1.

Period of Performance is March 4, 2011 through February 3, 2012.

Total	\$1,554,624.00USD
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Changes

- ERP Order TimeCreated changed from Fri, 28 Jan, 2011 to Thu, 24 Feb, 2011
- Line Item 1, Accounting, Accounting 1, RstarsSuffix changed from 1 to 4
- ERP Order Total ordered changed from \$129,552.00USD to \$1,554,624.00USD
- Line Item 1, Accounting, Accounting 1, Unpaid Balance changed from \$129,552.00USD to (no value)
- ERP Order Comments 1 changed
- ERP Order Comments 2 changed
- ERP Order Comments 3 changed
- ERP Order Comments 4 changed
- Line Item 1, Accounting, Accounting 1, EffectiveDateString changed from 01/28/2011 to 01/26/2011
- Line Item 1, Full Description changed from FY11 Motorola radio service and maintenance partial option exercise for option year 1.

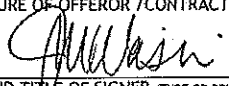
Period of Performance is February 5, 2011 through March 4, 2011 to FY11 Motorola radio service and maintenance partial option exercise for option year 1.

Period of Performance is February 5, 2011 through March 3, 2011.

- Line Item 1, Contract Number changed from DCTO-2010-T-0026 to HGAC 09-2244/DCTO-2010-T-0026
- Line Item 2 was added

Comments

- COMMENT by **aribasystem** on *Thursday, February 24, 2011 at 9:21 AM*
ALL INVOICES SHALL BE SUBMITTED TO THE 'BILL TO' ADDRESS INDICATED ON THIS PURCHASE ORDER. INVOICES SHALL INCLUDE THE PURCHASE ORDER NUMBER, CONTRACT NUMBER (IF APPLICABLE), CONTRACTOR'S NAME AND ADDRESS, INVOICE DATE, QUANTITY AND DESCRIPTION OF GOOD(S) OR SERVICE(S) FOR WHICH PAYMENT IS BEING REQUESTED, REMITTANCE ADDRESS, AND CONTACT PERSON NAME AND PHONE NUMBER IF THERE IS A PROBLEM WITH THE INVOICE. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Thu, 24 Feb, 2011)
- COMMENT by **aribasystem** on *Thursday, February 24, 2011 at 9:21 AM*
FOB is Destination unless specified otherwise (aribasystem, Thu, 24 Feb, 2011)
- COMMENT by **aribasystem** on *Thursday, February 24, 2011 at 9:21 AM*
****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV**** (aribasystem, Thu, 24 Feb, 2011)
- COMMENT by **aribasystem** on *Thursday, February 24, 2011 at 9:21 AM*
The Commodity Group Manager for this purchase is John Varghese (aribasystem, Thu, 24 Feb, 2011)

GOVERNMENT OF THE DISTRICT OF COLUMBIA SYSTEM PURCHASE AGREEMENT/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RQ678555		PAGE 1 of 18	
2. TASK ORDER AGREEMENT NO. DCTO-2010-T-0026		3. Award/Effective Date Feb 5, 2010 <i>(TPW)</i> See 30C below		4. CONTRACT NUMBER H-GAC #RA01-08		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CONTACT: Email:		A. NAME		B. TELEPHONE (No Collect Calls)		8. OFFER DUE DATE:	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4 TH Street NW, Suite 971N Washington, D.C. 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> COG Rider <input checked="" type="checkbox"/> System Purchase Agreement SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED	
5. CONTRACTOR / OFFEROR Motorola, Inc 1307 East Algonquin Road Schaumburg, IL 60196				16. PAYMENT WILL BE MADE BY CODE Office of Unified Communications (OUC) 2720 Martin Luther King Jr Avenue, SE Washington, D.C. 20032 202 730-0521 (Phone)			
15A DUNS NO.		15B TAX ID NO.		18. ADMINISTERED BY Office of Unified Communications (OUC) 2720 Martin Luther King Jr Avenue, SE Washington, D.C. 20032 202 730-0521 (Phone)			
17. DELIVER TO Office of Unified Communications 2720 Martin Luther King Jr Avenue, SE Washington, D.C. 20032 202 730-0521 (Phone)				18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES SEE ATTACHED SECTION B PRICE SCHEDULE				21. QUANTITY		22. UNIT	
23. UNIT PRICE				24. AMOUNT			
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$1,511,376.00			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE HOUSTON-GALVESTON AREA COUNCIL CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS SYSTEM PURCHASE AGREEMENT: (1) HOUSTON-GALVESTON AREA COUNCIL, INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING NO. 09-2244, DATED AUGUST 31, 2009; (2) HOUSTON-GALVESTON AREA COUNCIL CONTRACT No. RA01-08, DATED FEBRUARY 13, 2008; AND (3) MOTOROLA PRICE PROPOSAL AND STATEMENT OF WORK, DATED DECEMBER 4, 2009.			
29A. SIGNATURE OF OFFEROR / CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jacquelyn M. Wasni Vice President, Motorola Sales & Services, Inc.		29C. DATE SIGNED 1/22/2010		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) John P. Varghese Contracting Officer		30C. DATE SIGNED 2/4/10	

R(a)(6)

SECTION B

SERVICES AND PRICES/COSTS

- B.1** This contract is on behalf of the Office of Unified Communications (OUC) for the Maintenance and Support Services for the Public Safety Radio Communications system and infrastructure for all District of Columbia Public Safety agencies (MPD, FEMS) and other secondary city wide service providers (HSEMA, DDOT, DOH).
- B.2** The District contemplates award of a fixed price contract.
- B.3** The following pricing shall include city-wide maintenance and support of all installed components to include but not limited to hardware, software and field equipment. Base period of performance is date of award for one (1) year thereafter with four (4) one-year option periods.

B.3.1 BASE PERIOD

CLIN	ITEM DESCRIPTION	QTY	PRICE PER MONTH	TOTAL PRICE
001	Network Monitoring Service	12	\$5,079	\$60,948
002	Dispatch Service	12	\$2,390	\$28,680
003	Onsite Infrastructure Response Service	12	\$49,427	\$593,124
004	Technical Support Service	12	\$6,572	\$78,864
005	Network Preventive Maintenance Service	12	\$7,920	\$95,040
006	Infrastructure Repair w/ Advanced Replacement Service	12	\$14,756	\$177,072
007	Emergency Response Service	12	\$5,833	\$69,996
008	Support Management Service	12	\$17,682	\$212,184
009	Subscriber Repair Service	12	\$16,289	\$195,468
	TOTAL MONTHLY PRICE		\$125,948	
	TOTAL YEARLY PRICE			\$1,511,376

B.3.2 OPTION YEAR ONE

CLIN	ITEM DESCRIPTION	QTY	PRICE PER MONTH	TOTAL PRICE
1001	Network Monitoring Service	12	\$5,231	\$62,772
1002	Dispatch Service	12	\$2,462	\$29,544
1003	Onsite Infrastructure Response Service	12	\$50,910	\$610,920
1004	Technical Support Service	12	\$6,769	\$81,228
1005	Network Preventive Maintenance Service	12	\$8,158	\$97,896
1006	Infrastructure Repair w/ Advanced Replacement Service	12	\$15,199	\$182,388
1007	Emergency Response Service	12	\$5,833	\$69,996
1008	Support Management Service	12	\$18,212	\$218,544
1009	Subscriber Repair Service	12	\$16,778	\$201,336
	TOTAL MONTHLY PRICE		\$129,552	
	TOTAL YEARLY PRICE			\$1,554,624

B.3.2 OPTION YEAR TWO

CLIN	ITEM DESCRIPTION	QTY	PRICE PER MONTH	TOTAL PRICE
2001	Network Monitoring Service	12	\$5,388	\$64,656
2002	Dispatch Service	12	\$2,536	\$30,432
2003	Onsite Infrastructure Response Service	12	\$52,437	\$629,244
2004	Technical Support Service	12	\$6,972	\$83,664
2005	Network Preventive Maintenance Service	12	\$8,402	\$100,824
2006	Infrastructure Repair w/ Advanced Replacement Service	12	\$15,655	\$187,860
2007	Emergency Response Service	12	\$5,833	\$69,996
2008	Support Management Service	12	\$18,759	\$225,108
2009	Subscriber Repair Service	12	\$17,281	\$207,372
	TOTAL MONTHLY PRICE		\$133,263	
	TOTAL YEARLY PRICE			\$1,599,156

B.3.2 OPTION YEAR THREE

CLIN	ITEM DESCRIPTION	QTY	PRICE PER MONTH	TOTAL PRICE
3001	Network Monitoring Service	12	\$5,550	\$66,600
3002	Dispatch Service	12	\$2,612	\$31,344
3003	Onsite Infrastructure Response Service	12	\$54,010	\$648,120
3004	Technical Support Service	12	\$7,181	\$86,172
3005	Network Preventive Maintenance Service	12	\$8,654	\$103,848
3006	Infrastructure Repair w/ Advanced Replacement Service	12	\$16,124	\$193,488
3007	Emergency Response Service	12	\$5,833	\$69,996
3008	Support Management Service	12	\$19,322	\$231,864
3009	Subscriber Repair Service	12	\$17,799	\$213,588
	TOTAL MONTHLY PRICE		\$137,085	
	TOTAL YEARLY PRICE			\$1,645,020

B.3.2 OPTION YEAR FOUR

CLIN	ITEM DESCRIPTION	QTY	PRICE PER MONTH	TOTAL PRICE
4001	Network Monitoring Service	12	\$5,716	\$68,592
4002	Dispatch Service	12	\$2,690	\$32,280
4003	Onsite Infrastructure Response Service	12	\$55,631	\$667,572
4004	Technical Support Service	12	\$7,397	\$88,764
4005	Network Preventive Maintenance Service	12	\$8,914	\$106,968
4006	Infrastructure Repair w/ Advanced Replacement Service	12	\$16,608	\$199,296
4007	Emergency Response Service	12	\$5,833	\$69,996
4008	Support Management Service	12	\$19,901	\$238,812
4009	Subscriber Repair Service	12	\$18,333	\$219,996
	TOTAL MONTHLY PRICE		\$141,023	
	TOTAL YEARLY PRICE			\$1,692,276

SECTION C

DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 NETWORK MONITORING SERVICE

- C.1.2** Recommend any needed connectivity or monitoring equipment and coordinate installation of such equipment upon the District of Columbia's request.
- C.1.3** Provide dedicated connectivity necessary for monitoring SmartZone system types.
- C.1.4** Continuously receive service requests.
- C.1.5** Remotely access the District of Columbia's System to perform remote diagnostics as permitted by the District and attempt remote restoral, as appropriate.
- C.1.6** Create a case as necessary when service requests are received.
- C.1.7** Dispatch a servicer, as required, by Motorola standard procedures and provide
- C.1.8** Disable and enable system devices, as necessary, for servicers.
- C.1.9** Servicer will perform the following on-site:
- C.1.10** Run diagnostics and replace defective infrastructure or FRU, as applicable.
- C.1.11** Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- C.1.12** If a third party vendor is needed to restore the system, the servicer may accompany that vendor onto the District of Columbia's premises.
- C.1.13** Verify with the District of Columbia that restoration is complete or system is functional.
- C.1.14** Escalate the case to the appropriate party upon expiration of a response time.
- C.1.15** Notify District of Columbia of case status, case activity reports
- C.1.16** Network Monitoring Service and Performance/Availability Reports for SmartZone Systems.

C.2 DISPATCH SERVICE

- C.2.1** Continuously receive technical service requests from District of Columbia or Motorola via telephone.
- C.2.2** Open a case and gather information from District of Columbia to perform the following:
 - C.2.2.1** Characterize the issue

C.2.2.2 Determine a plan of action

C.2.2.3 Assign and track the case to resolution.

C.2.3 Verify with District of Columbia that restoration is complete or system is functional. If verification by District of Columbia cannot be completed within 20 minutes of restoration, the case will be closed and the servicer will be released.

C.2.4 Escalate the case to the appropriate party upon expiration of a response time.

C.2.5 Provide periodic activity reports to District of Columbia.

C.3 LOCAL INFRASTRUCTURE ON-SITE RESPONSE SUPPORT

C.3.1 On-Site Infrastructure Response for Normal Hours – On-Site Infrastructure Response provides for on-site technician response as determined by pre-defined severity levels set forth in the table below and response times set forth in the table below in order to restore the system.

C.3.2 An authorized Motorola service technician will be on site 40 hours during the week (Monday – Friday, eight (8) hours/day during standard business hours 8:30 a.m.-4:30 p.m.)

C.3.3 On-Site Infrastructure Response for After Hours – provides on-site response after hours, weekends, and holidays as determined by pre-defined severity levels set forth in the tables listed below.

C.4 ON-SITE RESPONSE TIMES

Severity Level	Response Time
Severity 1	Within 4 hours from receipt of notification
Severity 2*	Within 4 hours from receipt of notification*
Severity 3*	Within 24 hours from receipt of notification*

C.5 SEVERITY DEFINITIONS

Severity Level	Problem Types
Severity 1	Major system failure, 33% of System down, 33% of Site channels down Site Environment Alarms (smoke, access, temp, A/C Power) Response is provided Continuously
Severity 2	Significant System Impairment *Response is provided Standard Business Day
Severity 3	Parts Questions, Upgrades, Intermittent problems System problems presently being monitored Operational and informational questions Configuration Change Support and Work Flow procedure questions *Response is provided Standard Business Day.

C.6 INFRASTRUCTURE REPAIR WITH ADVANCED REPLACEMENT

- C.6.1** Notify the District of any possible system downtime needed to perform this service.
- C.6.2** Physically inspect the infrastructure equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- C.6.3** Remove any dust, and/or foreign substances from the Infrastructure. Clean filters, if applicable.
- C.6.4** Measure, record, align, and adjust the infrastructure equipment parameters in accordance with the manufacturer's service manuals and the rules and regulations of the Federal Communications Commission (FCC), where applicable.
- C.6.5** Provide next day delivery of necessary replacement components for all radio systems

C.7 TECHNICAL SUPPORT SERVICE

- C.7.1** 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.
- C.7.2** Advise caller of procedure for determining any additional requirements for issue characterization, restoration, including providing a known fix for issue resolution when available.

- C.7.3** Attempt remote access to system for remote diagnostics, when possible.
- C.7.4** Maintain communication with the servicer or District of Columbia in the field until close of the case, as needed.
- C.7.5** Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- C.7.6** Escalate and manage support issues, including systemic issues, to Motorola engineering and product groups, as applicable.
- C.7.7** Escalate the case to the appropriate party upon expiration of a response time.
- C.7.8** Provide configuration change support and work low changes to systems that have dial in or remote access capability.
- C.7.9** Determine, in its sole discretion, when a case requires more than the technical support services described in this SOW and notify District of Columbia of an alternative course of action.

C.8 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

C.9 NETWORK PREVENTIVE MAINTENANCE (INFRASTRUCTURE AND FIRE STATION ALERTING)

- C.9.1** Local Infrastructure Response and Repair provides on-site repair service of Fire Station Alerting Equipment by Motorola Authorized Servicer - Teltronics, Inc. At Teltronics discretion and responsibility, equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.
- C.9.2** Perform proper operations, determine the nature of the problem, and repair Equipment. Teltronics is responsible for travel costs to a District of Columbia location to repair Equipment.
- C.9.3** Replace malfunctioning components with new or reconditioned assemblies.
- C.9.4** Verify that Motorola equipment is returned to Motorola manufactured specifications.

- C.9.5** Perform diagnostic on select third party infrastructure to determine whether there is an equipment malfunction. If no malfunction is found, equipment with no trouble found (NTF) will not be sent to third party vendor for repair.
- C.9.6** If a malfunction is found, ship select third party infrastructure to the original equipment manufacturer or third party vendor for repair service.
- C.9.7** Coordinate and track third-party infrastructure equipment sent to the original equipment manufacturer or third party vendor for service.
- C.9.8** Reprogram equipment to return equipment to original operating parameters based on templates provided by the District of Columbia. If the District's template is not provided or is not reasonably usable, a generic template will be used which will be provided by Teltronics.

C.10 EMERGENCY RESPONSE SERVICES

- C.10.1** Move, add, and changes related to OUC Dispatch subsystem, remote site radio equipment.
- C.10.2** Standards of operations (SOP) procedures
- C.10.3** Provide detailed system and software training

SECTION D

PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION E

INSPECTION AND ACCEPTANCE:

The inspection and acceptance requirements for the resultant contract shall be governed by clause number Six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The base term of the contract shall be from date of award through one year thereafter with four (4) one-year options.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

The District may extend the term of this contract for up to four (4) one year option periods, or successive fractions thereof, by giving written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contracting Officer may request waiver of the thirty (30) day preliminary notice requirement by providing a written waiver letter to the Contractor for signature prior to the expiration of the contract.

F.2.2 If the District exercises these options, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be quoted by the contractor at the time the option is exercised.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of Unified Communications
2720 Martin Luther King, Jr. Avenue, SE
Washington, DC 20032
202/730-0521

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 PAYMENT

Payment will be made within 30 days after receipt of an approved invoice for receipt of each of the items received.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

- G.4.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.4.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

- G.5.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.5.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 971N
Washington, D.C. 20001

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.8.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Radio Systems Manager
Office of Unified Communications
310 McMillan Drive, NW
Washington, DC 20001

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H

CONTRACT CLAUSES

H.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract resulting from this contract. A waiver has been granted to the Contractor for the following: SCP-18, Retention and Examination of Records and SCP-25, Cost and Pricing Data. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 2005-2104, Revision 10, Dated 06/02/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this contract. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

H.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

H.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

H.5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

H.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

SECTION I

INCORPORATED DOCUMENTS

Contractor shall perform under this contract pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- a. This System Purchase Agreement pages 1 through 18.
- b. Statement of Work as contained in the Contractor's Price Proposal, dated December 4, 2009
- c. Contractor's Quote S00001005820, dated December 4, 2009
- d. Interlocal Contract for Cooperative Purchasing (ILC) No. 09-2244, dated August 31, 2009
- e. Houston-Galveston Area Council contract # RA01-08, dated February 13, 2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract Number
DCTO-2010-T-0026

Page of Pages

1

2

Amendment/Modification Number
M0004

3. Effective Date
See block 16C

4. Requisition/Purchase Request No.

5. Solicitation Caption
Maint and Sup Svcs for Public Safety Radio Comm Sys

Ad By:

Code

7. Administered By (If other than line 6)

Office of Contracting and Procurement
Information Technology Group
441 4th Street, N.W., Suite 700 South
Washington, DC 20001

Kenneth Morrow, Contracting Officer 202-724-3959

Office of Unified Communications
310 McMillan Drive, NW
Washington, DC 20001
ATTN: Elwalid Sidahmed

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
Motorola, Inc
7031 Columbia Gateway Drive
3rd Floor
Columbia, MD 21046
410-712-4911

9A. Amendment of Solicitation No.

9B. Dated (See Item 11)

10A. Modification of Contract/Order No.

DCTO-2010-T-0026

X

10B. Dated (See Item 13)

5-Feb-10

Code

Facility

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

A. This change order is issued pursuant to: (Specify Authority)

The changes set forth in Item 14 are made in the contract/order no. in item 10A.

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.

C. This supplemental agreement is entered into pursuant to authority of:

X

D. Other (Specify type of modification and authority)

Option to Extend the Term of the Contract, Section F.2

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

In accordance with Section F.2, the District hereby exercises the remainder of option year one (1) of contract DCTO-2010-C-0026 for the period of March 5, 2011 through February 4, 2012 in the amount of \$1,425,072.00.

All other terms and conditions of the contract remain unchanged.

15A. Name and Title of Signer (Type or print)

16A. Name of Contracting Officer

Kenneth Morrow

1. Name of Contractor

15C. Date Signed

16B. District of Columbia

16C. Date Signed

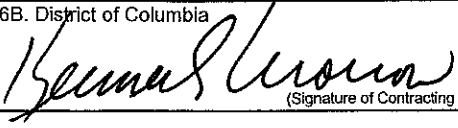
(Signature of person authorized to sign)

(Signature of Contracting Officer)

3-4-11

RECAP

BASE PERIOD	\$1,511,376.00
February 5, 2010 through February 4, 2011	
ADDITIONAL SERVICES (MODIFICATION 0001)	125,948.00
February 5, 2010 through February 4, 2011	
ADDITION OF TRAINING CLIN (MODIFICATION 0002)	
February 5, 2010 through February 4, 2011	38,658.40
PARTIAL EXERCISE OF OPTION YEAR 1 (MODIFICATION 0003)	
February 5, 2011 through March 4, 2011	129,552.00
REMAINDER EXERCISE OF OPTION YEAR 1 (MODIFICATION 0004)	
March 4, 2011 through February 4, 2012	<u>1,425,072.00</u>
TOTAL	\$3,230,606.40

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number DCTO-2010-T-0026		Page of Pages 1 7	
2. Amendment/Modification Number M0003		3. Effective Date See block 16C		4. Requisition/Purchase Request No.		5. Solicitation Caption Maint and Sup Svcs for Public Safety Radio Comm Sys	
6. Administered By: Office of Contracting and Procurement Information Technology Group 441 4th Street, N.W., Suite 700 South Washington, DC 20001 Kenneth Morrow, Contracting Officer 202-724-3959				7. Administered By (If other than line 6) Office of Unified Communications 310 McMillian Drive, NW Washington, DC 20001 ATTN: Elwalid Sidahmed			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Motorola, Inc 7031 Columbia Gateway Drive 3rd Floor Columbia, MD 21046 410-712-4911				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. DCTO-2010-T-0026			
				10B. Dated (See Item 13) 5-Feb-10			
Code		Facility		X			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to: (Specify Authority)							
The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Option to Extend the Term of the Contract, Section F.2							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
In accordance with Section F.2, the District hereby exercises a partial option for option year one (1) of contract DCTO-2010-C-0026 for the period of February 5, 2011 through March 4, 2011 in the amount of \$129,552.00. The following Section H.7, Way to Work Amendment Act of 2006, is hereby incorporated in the contract. As of January 1, 2010, the living wage rate was adjusted to \$12.50 per hour and must be reflected as such in this contract. The Living Wage Act Fact Sheet is hereby added as an Incorporated Document to Section I, part f The Living Wage Act Notice is hereby added as an Incorporated Document to Section I, part g In accordance with Section H.2, Department of Labor Wage Determinations, the updated wage determination report is Wage Determination No. 05-2104, Revision 12, Dated 06/15/2010. All other terms and conditions of the contract remain unchanged.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer Kenneth Morrow			
1. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)		2/4/2011	

RECAP

BASE PERIOD	\$1,511,376.00
February 5, 2010 through February 4, 2011	
ADDITIONAL SERVICES (MODIFICATION 0001)	125,948.00
February 5, 2010 through February 4, 2011	
ADDITION OF TRAINING CLIN (MODIFICATION 0002)	
February 5, 2010 through February 4, 2011	38,658.40
PARTIAL EXERCISE OF OPTION YEAR 1 (MODIFICATION 0003)	
February 5, 2011 through March 4, 2011	<u>129,552.00</u>
TOTAL	\$1,805,534.40

H.7 WAY TO WORK AMENDMENT ACT OF 2006

- H.7.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.7.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.7.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.7.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.7.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.7.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.7.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.



LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2010, the living wage rate is \$12.50 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3);
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

"THE LIVING WAGE ACT OF 2006"

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

"Contract" means a written agreement between a recipient and the District government.

"Government assistance" means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the "Living Wage Act of 2006". For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

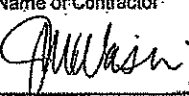
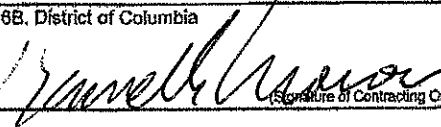
To file a complaint contact:

Department of Employment Services

Office of Wage-Hour

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract Number DCTO-2010-0026	Page of Pages 1 9	
2. Amendment/Modification Number M0002	3. Effective Date See block 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Maint and Sup Svcs for Public Safety Radio Comm Sys	
6. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, N.W., Suite 700 South Washington, DC 20001 Kenneth Morrow, Contracting Officer 202-724-3959		7. Administered By (If other than line 6) Office of Unified Communications 310 McMillan Drive, NW Washington, DC 20001 ATTN: Elwalid Sidahmed		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Motorola, Inc. 7031 Columbia Gateway Drive 3rd Floor Columbia, MD 21046 410-712-4911		9A. Amendment of Solicitation No. 9B. Dated (See Item 11) 10A. Modification of Contract/Order No. DCTO-2010-0026 X 10B. Dated (See Item 13) 5-Feb-10		
Code	Facility	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
<p>A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.</p> <p>B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.</p> <p>X C. This supplemental agreement is entered into pursuant to authority of G.7 "Changes" clause; Additional services necessary to deal with natural disaster</p> <p>D. Other (Specify type of modification and authority)</p>				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section Headings, including solicitation/contract subject matter where feasible.)				
<p>In accordance with Para G.7, the District hereby modifies contract DCTO-2010-0026 to add CLIN 0010, Training, to the base year in the amount \$38,658.40. The required training is outlined in the Motorola quote dated February 11, 2010, see Attachment A.</p> <p>A detailed description of the additional training requirements is included in Attachment B, Section C.11 and hereby incorporated in contract DCTO-2010-0026.</p> <p>All other terms and conditions of the contract remain unchanged.</p>				
15A. Name and Title of Signer (Type or print) Jacquelyn M. Wasni, MSSI Vice President		16A. Name of Contracting Officer Kenneth Morrow		
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed 7/30/2010	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed 8-5-10	

RECAP

BASE PERIOD	\$1,511,376.00
February 5, 2010 through February 4, 2011	
ADDITIONAL SERVICES (MODIFICATION 0001)	125,948.00
February 5, 2010 through February 4, 2011	
ADDITION OF TRAINIG CLIN (MODIFICATION 0002)	
February 5, 2010 through February 4, 2011	<u>38,658.40</u>
TOTAL	\$1,675,982.40

**ATTACHMENT A –
MOTOROLA TRAINING PROPOSAL
Dated 02/11/2010**





MOTOROLA

Date: February 11, 2010
To: Elwalid Sidahmed
From: Wally Harper
Subject: Training Proposal

Walid,

Per your request I am pleased to present the following quotation for training. We have identified 4 courses which would benefit the DC OUC technicians at this time.

1. Site Installation Practices (R56) and Certification – Instructor led, field school.
2. Communications Systems Concepts – Instructor led, field school
3. CPS Programming and Template Building – Online Instructor led
4. Understanding Radio Fundamentals – Online Self Paced

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees
Site Installation Practices (R56) and Certification (Instructor Led)	Technicians	1	4	Washington, DC	TBD	10
Course Synopsis: <i>(This course will be tailored to emphasize inspection, maintenance and repair. Their sites are already installed and certified at one time. They want to make sure grounding is still up to par.)</i> This course is designed to ensure a thorough understanding of the R56 Standards and Guidelines for Communications Sites (Publication 68P1089E50-B, 9/2005). R56 Standards and Guidelines for Communications Sites provides Motorola's guidelines and requirements for the installation of communications equipment, infrastructure, and facilitates.						 Site Installation Practices Workshop
Communication Systems Concepts (Instructor-led)	Technicians	1	5	Washington, DC	TBD	10
Course Synopsis: This course emphasizes the development of communication systems from conventional systems through SmartZone Trunking Systems. Also covered is the development of basic modulation systems from frequency modulation to ASTRO communication systems. Most often forgotten in the communication system is the radio frequency path including the antenna and transmission line. Troubleshooting will address more complete system analysis, especially in transmission line and antenna systems, using basic communication test equipment.						 Communications System Concepts
CPS Programming and Template Building (On-Line Instructor Led)	Technicians	5	2.5 hrs (5, 30 min Sessions)	Washington, DC	TBD	Open

Course Synopsis:

The CPS Programming and Template Building course provides communications management personnel and technicians with the knowledge and tools needed to program radio units efficiently, and depending on the system, the features and options they require. The parameters and exercises shown in the class apply to a wide number of portable and mobile radios, including XTS 5000, XTS 3000, XTS 2500, XTS 1500, XTL 5000, XTL 2500, XTL 1500, MTS 2000, MCS 2000, the SPECTRA family, and the Professional Series.

CBT Training

Understanding Radio Fundamentals

GNL167

Course Synopsys

This course introduces the student on how wireless service, at its most basic level, relies on the transmission and reception of signals by means of radio frequency (RF) electromagnetic waves. In TRAs e-Digest, Understanding Radio Fundamentals, students build a foundational understanding of RF wireless concepts and infrastructure. Among the many topics covered in this course are basic wireless terms, channel coding and modulation techniques, fundamentals of RF transmission and reception, access techniques, and an introduction to shared-spectrum protocols, including Frequency Division Multiple Access (FDMA), Time Division Multiple Access (TDMA), and Code Division Multiple Access (CDMA). We also expand on those concepts with a specific focus on fixed wireless issues, including system level planning, site planning, equipment installation, and proof-of-performance.

FIELD CLASS PRICING

Field classes are "tailored" to the customer's specific system allowing for various classes, which are not offered as standard Resident classes. The customer will receive one set of hard copy manuals for the class. The students will receive their manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students benefit from working on their own systems, at their home location, and within their schedules.

Class Name	No. of Students	No. of Days	Price
Site Installation Practices (R56)	10	4	\$13,049.20
Communication Systems Concepts	10	5	\$16,109.20

It is recommended that the students bring their lap top computers for all Technician classes.

ON-LINE INSTRUCTOR-LED PRICING

Online learning allows you to gain knowledge on a variety of topics using your own computer and the support of a professional instructor. Classes are scheduled for 3/15/10, 3/22/10, and 5/17/10.

Class Name	No. of Students	No. of Days	Price
CPS Programming and Template Building	Open	5 - :30 sessions	\$750.00/student

Each student will need a laptop and internet connection. Each class is delivered in a morning or afternoon class (except 3/15 class). Classes are held for 5 consecutive days in the same time period.

ON-LINE SELF-PACED PRICING

Classes are accessed via the Internet at the student's discretion.

Class Name	No. of Students	No. of Days	Price
Understanding Radio Fundamentals	Open	Self-paced	\$200.00/student

Each student will need a laptop and internet connection.

Total pricing

Site Installation Practices (R56) \$13,049.20

Communications System Concepts \$16,109.20

CPS (10 students) \$7,500.00

Understanding Radio Fundamentals (10 students) \$2,000.00

Total \$38,658.40

Pricing of this proposal is in accordance with the Motorola Installation Standard Terms and Conditions (attached). Pricing is valid for 90 days.

Please let me know if you have any questions.

Best regards,

Wally Harper
Motorola System Manager

**ATTACHMENT B –
DESCRIPTION/SPECIFICATION/STATEMENT OF WORK
Section C.11 TRAINING**

SECTION C

DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.11 TRAINING

The following training classes will be made available and priced upon request for all equipment related to the Public Safety Radio Communications system and associated infrastructure:

C.11.1 Site Installation Practices (R56) and Certification

This course is Instructor-led and designed to ensure a thorough understanding of the R56 Standards and Guidelines for Communications Sites (Publication 68P1089E50-B, 9/2005). R56 Standards and Guidelines for Communications Sites provides Motorola's guidelines and requirements for the installation of communications equipment, infrastructure, and facilitates.

C.11.2 Communication Systems Concepts

This course is Instructor-led and emphasizes the development of communication systems from conventional systems through SmartZone Trunking Systems. Also covered is the development of basic modulation systems from frequency modulation to ASTRO communication systems. Most often forgotten in the communication system is the radio frequency path including the antenna and transmission line. Troubleshooting will address more complete system analysis, especially in transmission line and antenna systems, using basic communication test equipment.



C.11.3 CPS Programming and Template Building

The CPS Programming and Template Building course is an on-line Instructor-led course that provides communications management personnel and technicians with the knowledge and tools needed to program radio units efficiently; and depending on the system, the features and options they require. The parameters and exercises shown in the class apply to a wide number of portable and mobile radios, including XTS 5000, XTS 3000, XTS 2500, XTS 1500, XTL 5000, XTL 2500, XTL 1500, MTS 2000, MCS 2000, the SPECTRA family, and the Professional Series.

C.11.4 Understand Radio Fundamentals

This course is available on-line and introduces the student on how wireless service, at its most basic level, relies on the transmission and reception of signals by means of radio frequency (RF) electromagnetic waves. In TRAs e-Digest, Understanding Radio

Fundamentals, students build a foundational understanding of RF wireless concepts and infrastructure. Among the many topics covered in this course are basic wireless terms, channel coding and modulation techniques, fundamentals of RF transmission and reception, access techniques, and an introduction to shared-spectrum protocols, including Frequency Division Multiple Access (FDMA), Time Division Multiple Access (TDMA), and Code Division Multiple Access (CDMA). We also expand on those concepts with a specific focus on fixed wireless issues, including system level planning, site planning, equipment installation, and proof-of-performance.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCTO-2010-C-0026	Page of Pages 1 2	
2. Amendment/Modification Number M0001		3. Effective Date See block 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Maint and Sup Svcs for Public Safety Radio Comm Sys	
6. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, N.W., Suite 700 South Washington, DC 20001 Kenneth Morrow, Contracting Officer 202-724-3959			7. Administered By (If other than line 6) Office of Unified Communications 310 McMillan Drive, NW Washington, DC 20001 ATTN: Elwalid Sidahmed		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Motorola, Inc 7031 Columbia Gateway Drive 3rd Floor Columbia, MD 21046 410-712-4911			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. DCTO-2010-C-0026		
			10B. Dated (See Item 13) 5-Feb-10		
Code			Facility		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
X C. This supplemental agreement is entered into pursuant to authority of: G.7 "Changes" clause; Additional services necessary to deal with natural disaster					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<p>In accordance with Para G.7 of contract DCTO-2010-C-0026, the District hereby authorizes the additional services from the attached quote. These unanticipated, unplanned but necessary services have been certified by the Program Office and were rendered for emergency response and dispatch during the blizzards of 2010 that hit the District in February.</p> <p>All other terms and conditions of the contract remain unchanged.</p>					
15A. Name and Title of Signer (Type or print) Jacquelyn M Wasni MSS1 Vice President			16A. Name of Contracting Officer Kenneth Morrow		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed 5/6/2010	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 5-10-10

RECAP

BASE PERIOD	\$1,511,376.00
February 5, 2010 through February 4, 2011	
ADDITIONAL SERVICES (MODIFICATION 0001)	<u>125,948.00</u>
February 5, 2010 through February 4, 2011	
TOTAL	\$1,637,324.00



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair 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. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). 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. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

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's 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. 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 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 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. Physically damaged Infrastructure.
3. Third party Equipment not shipped by Motorola.
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
5. Test equipment.
6. Racks, furniture and cabinets.
7. Firmware and/or Software upgrades.



ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
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, 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 Nice Logging Recorders
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HP VL600, HP VL800, ML850 laptop, MW800, ML900 laptop, Compaq XW4000. Includes keyboards 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, mice and trackballs.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000. 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
Keyload Variable Loader	Included
Logging Recorder	Excluded NICE
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and 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. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only 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. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Packet Data Gateway	Includes Non-Redundant, High Power Data
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102



ASTRO 25 Infrastructure Repair con't	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, cPCI, HP DL360, HP ML370, hp ML110, hp TC2110, 2120 Data Collection Device Server, 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, Excluded Core security Management Server, Dell Servers, Firewall Servers, Intrusion Detection Sensor Server, 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.
Switch	Avaya Dfinity PBX, S8300, S8500. Nortel Passport 7480, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, 3Com PS40, SS1100
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 any on-site services. Excludes all batteries.
Workstation	Included



SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
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 and MTR2000 ONLY .
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes 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 SiteLens and Systemwatch II. 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.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders 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
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and 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. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
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 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 any on-site services. Excludes all batteries.
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. Excludes the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.



SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
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 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 SiteLens and Systemwatch II. 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.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders 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
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and 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. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
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.
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 any on-site services. Excludes all batteries.

Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Access Points	Includes Canopy, Mesh, MotoMesh, Meshcam, MeshTrack, Hot Zone Duo intelligent access points. Excludes all other technologies
Backhaul	Includes Canopy Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam, Automatic License Plate Recognition Kits (only) 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 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
Mobile Internet Switching Controller(MISC)	Includes Mobile Video Enforcer Excludes all other technologies
Modems	Includes Mesh, MotoMesh Excludes all other technologies
Monitors	Excluded
Mounting Bracket	Excluded
Multiplexers	Excludes RAD data multiplexers
Network Interface Card	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Network Switches	Included
Networking Enablers	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Personal Tracking Device	Includes MeshTrack Excludes all other technologies
Power Supply	Included
Reflector Hardware Kit	Excluded
Server	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Software	Excluded
Subscriber Modules	Includes Canopy Excludes all other technologies
Surge Suppressor	Excluded
UPS	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 any one-site services. Excludes all batteries.
Video Recording System	Includes Mobile Video Enforcer Excludes all other technologies
Wireless Router AC and DC Input	Includes Mesh, MotoMesh, Meshcam, MeshTrack, Hot Zone Duo Excludes all other technologies



Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
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, Digital MSF5000 and MTR2000 ONLY . Excludes MICOR and Analog MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub. Excluded Nice logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. 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.
Console(s)	Includes consoles (Centracom II, Centracom Gold Classic, Centracom Gold Elite) as part of complete communication System - ONLY . Includes headset jacks, dual footswitches, and gooseneck microphones. Excludes Centracom I. Commandstar and Commandstar Lite are not included as a conventional system operator position but can be covered when services are purchased separately. Excludes Commandstar mother board CDN6271
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
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. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000 and 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 any on-site services. Excludes all batteries.



Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), Digital MSF5000 (DSS2) ONLY .
Computer(s)	Includes computers (Pentium I, II, III, IV) 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 types and models.
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. 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 any on-site services. Excludes all batteries.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.

Plant 9-1-1 System Infrastructure Exhibit Vesta Pallas, Standard(Maars/ComCentrex) &Meridan Systems	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
ACU (Auto Control Unit)	Included
ARU (Alarm Reporting Unit)	Included
ALI (automatic location identification) Controller	Includes Analog Station Card(s), Caller 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)	Included
Cable(s)	Excluded
CRU (call record unit)	Included
CIU (cad interface unit)	Included
Computer(s)/Workstation	Includes computers directly interfacing with or control the Plant 9-1-1 System,. Includes, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Controllers	Includes ALI, ANI
DBU (data base unit)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Herbie	Includes Vesta Pallas
Hub(s)	Included
Line Boosters/Amplifier/Short haul modems	Excludes all
Logging Recorders	Excludes all types and models
Modem(s)	Includes TDD Modem. Excludes short haul modems
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. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU	Included
Network Switches	Included BCM (Nortel)
Peripherals	Included Keyboard, Modem
Printer(s)	Includes printers that directly interface with the communications System.
Power Supplies, PSU (power supply unit)	Included
RMU (remote maintenance unit)	Included
Ring Generator(s)	Included
Routers	Included
RIS	Includes Vesta Pallas
SEB II /SiteSentry	Included
Server(s) - ALI, Data base	Pyxis, Peabody, Magic, Marrs, Orion, Orion Map Star, Orion Data Sync
Telephone(s)	Includes up to six (6) administrative phones, and all 911 and KEM phones. Excludes Nortel Telephone sets
Terminals	Includes Wyse 370 and Qume VT70.
TIU (trunk interface unit)	Includeds
TDD Detector(s)	Includes Keytronics, and UltraTec
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 any on-site services. Excludes all batteries.



Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub. Includes Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI).
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 (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
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. 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 any on-site services. Excludes all batteries.



Statement of Work

Emergency Response Service

1.0 Description of Service

Emergency Response Service provides the technical resources, hardware and/or training up to the value specified for the service to allow on the fly support for critical technical needs.

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 Develop custom response to critical needs issues.
- 2.2 Identify appropriate resources
- 2.3 Coordinate critical response with OUC Management

3.0 Customer has the following responsibilities:

- 3.1 Notify Motorola of critical needs issue as soon as practical.
- 3.2 Assist in needs analysis and coordinating response
- 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services to Customer.

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT
A CONTRACT BETWEEN

HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas

AND

MOTOROLA, INC.
Farmers Branch, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND Motorola, Inc. hereinafter referred to as the CONTRACTOR, having its principal place of business at 1507 LBJ Freeway, Suite 700, Farmers Branch, Texas 75234.

WITNESSETH

WHEREAS: The H-GAC enters into this Contract as Agent for participating governmental agencies, hereinafter referred to as END USER, for the purchase of Radio Communication/Emergency Response & Mobile Interoperable Equipment offered by the CONTRACTOR; and

WHEREAS: The CONTRACTOR offers to sell Radio Communication/Emergency Response & Mobile Interoperable Equipment through the H-GAC Contract to End Users; and

WHEREAS: The Contract shall be in effect for a period beginning January 1, 2008 through December 31, 2009, subject to extension upon mutual agreement of the CONTRACTOR and H-GAC; and now

THEREFORE: H-GAC and the CONTRACTOR do hereby agree as follows:

" GENERAL PROVISION ARTICLES 1 - 23 "

ARTICLE 1:

IDENTIFICATION OF CONTRACT DOCUMENTS

The Contract shall be in effect for Radio Communication/Emergency Response & Mobile Interoperable Equipment listed in Proposal Specifications numbered RA01-08, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including Attachment A, and Attachment B (Motorola Standard Equipment Warranty)
2. CONTRACTOR'S Response to Proposal No.: RA01-08
3. Proposal Specifications No.: RA01-08
4. System Purchase Agreements
5. Motorola Software License

The terms and conditions, specifications, manufacture, delivery, warranty, training and service for H-GAC and the END USER shall be fulfilled in compliance with this Contract including, but not limited to Proposal Specifications, Terms and Conditions, and CONTRACTOR'S response opened October 4, 2007 unless specifically changed within the text of this Contract Form.

ARTICLE 2:

LEGAL AUTHORITY

The CONTRACTOR and H-GAC warrants and assures one another that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind both parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 3:

APPLICABLE LAWS

Both parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances and ordinances, and laws in effect or promulgated during the term of this Contract. The CONTRACTOR agrees to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 4:

INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or the CONTRACTOR. No provision of this Contract or act of H-GAC in performance of the Contract shall be construed as making the CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom.

CONTRACTOR shall notify H-GAC of any law suits filed against it which involves products sold pursuant to this Contract, or which, if successful, would adversely affect its financial condition. A law suit which includes a specific demand for an amount in excess of \$250,000 which would not be covered by insurance shall automatically be considered a law suit which, if successful, would adversely affect the financial condition of the sued party.

ARTICLE 5:

TITLES NOT RESTRICTIVE

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section, or part of this Contract.

ARTICLE 6:

SUBCONTRACTS

The Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

H-GAC shall not unreasonably delay or withhold acceptance of a proposed assignment of a proposed subcontractor.

The Contractor acknowledges that H-GAC is not liable to any subcontractor's of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered was rendered by the Contractor.

ARTICLE 7:

EXAMINATION AND RETENTION OF RECORDS

The CONTRACTOR shall maintain during the course of the work, complete and accurate records of all of the CONTRACTOR'S costs and documentation of items which are chargeable to END USER under this Contract. H-GAC, through its staff or designated public accounting firm, the State of Texas, and the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of the CONTRACTOR. Failure to provide access to records may be cause for termination of the Contract. CONTRACTOR agrees that its books and records, as they pertain to work done or items supplied present to the Purchase Order or Contract shall at all reasonable hours be subject to audit and inspection at the CONTRACTOR'S facility by H-GAC and/or END USER. This audit shall be limited to the verification of invoice quantities to shipments and shipment receipts. Except as otherwise provided by law, nothing contained herein shall authorize H-GAC and/or END USER to audit particular books or CONTRACTOR insofar as such particular books or records contain confidential information regarding product costs.

The CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained.

The CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 8:

CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if the Contractor may not legally comply with such change, the Contractor may terminate its participation herein as authorized by Article 18.

H-GAC may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Contract.

ARTICLE 9:

DISPUTES

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT Page 3 of 10

Any and all disputes concerning questions of fact or of law arising under this Contract which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with H-GAC'S final decision.

ARTICLE 10:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 11:

FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 12:

NON DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

ARTICLE 13:

CRIMINAL PROVISIONS AND SANCTIONS

The CONTRACTOR agrees that it will perform the Contract in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The CONTRACTOR agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Contract within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The CONTRACTOR further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 14:

PURCHASE ORDERS ISSUED PURSUANT TO CONTRACTS

Through Interlocal Contracts, H-GAC offers governmental agencies and qualifying non-profit corporations the opportunity to participate in the H-GAC Cooperative Purchasing Program. Therefore, purchase orders may be executed by END USERS throughout the State. In addition, through Interstate Interlocal Contracts the Program is now made available for possible participation by END USERS beyond Texas.

ARTICLE 15:

SCOPE OF SERVICES

The services to be performed by CONTRACTOR in the State of Texas are outlined within this Contract, Proposal specifications, GACONTRACT\RA01-08.8\Motorola\ RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT
Sig Initial: _____

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT Page 4 of 10
any Attachment, and Proposal Response. Any Change Order shall be stated in complete detail and submitted by END USER to CONTRACTOR and copied to H-GAC. No verbal Change Order shall be accepted by CONTRACTOR from any END USER.

ARTICLE 16:

THE COMPLETE AGREEMENT

This Contract consists of the Contract text stated herein, the Proposal Specifications, including but not limited to Terms and Conditions, proposer's/proposer's response, including but not limited to, prices and options offered all of which are incorporated within the contract, and constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 17:

LIMITATION ON LIABILITY

The CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, is limited to the price of the particular products sold hereunder with respect to which either refund the purchase price, repair or replace product(s) that are not as warranted. In no event will Motorola be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special, or consequential damages to the full extent such may be disclaimed by law.

ARTICLE 18:

TERMINATION PROCEDURES

CONTRACTOR acknowledges that this Contract may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this Contract in whole or in part without cause at any time by written notice by certified mail to CONTRACTOR whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of CONTRACTOR and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, CONTRACTOR shall prepare final invoices within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoices shall be satisfactory to the Executive Director or his designee. END USER will pay CONTRACTOR, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of END USER less any compensation previously paid. H-GAC, in accordance with the terms and conditions of this Contract, will invoice CONTRACTOR for any order processing charges due, and CONTRACTOR agrees to pay said order processing charges.

CONTRACTOR may cancel or terminate this Contract upon thirty (30) days written notice by certified mail to H-GAC. CONTRACTOR may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of this Contract provided for herein, END USER will pay CONTRACTOR, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of END USER less any compensation previously paid. H-GAC, in accordance with the terms and conditions of this Contract, will invoice CONTRACTOR for any order processing charges due, and CONTRACTOR agrees to pay said order processing charges.

B. Default

H-GAC may, by written notice of default to CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

- (1) If CONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof, or
- (2) If CONTRACTOR fails to perform any of the provisions of this Contract for any reason whatsoever, or so fails to make progress or otherwise violates this Contract that completion of services herein specified within the term of this Contract is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) calendar days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of CONTRACTOR and its employees and subcontractors shall cease and CONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to this Contract which have not

appeared on any prior invoice. Such invoice must be satisfactory to the END USER and to the Executive Director of H-GAC or his designee. END USER reserves the right, in accordance with the terms and conditions of this Contract, to withhold from the payment

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RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT Page 5 of 10

of said invoices for services actually performed and accruing to the benefit of END USER, as reflected on invoice, any compensation previously paid and any costs or damages incurred by END USER as a result of such default, including incremental costs that END USER will incur to have Purchase Order(s) completed by a person other than CONTRACTOR. H-GAC, in accordance with the terms and conditions of this Contract, will invoice CONTRACTOR for any order processing charges due, and CONTRACTOR agrees to pay said order processing charges.

C. Final Billing In the Event of Termination

CONTRACTOR shall fill all pending orders and then prepare final invoices reflecting the services actually performed pursuant to this Contract and to the satisfaction of H-GAC'S Executive Director or his designee. END USER will pay CONTRACTOR, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of END USER less any compensation previously paid. H-GAC, in accordance with the terms and conditions of this Contract, will invoice CONTRACTOR for any order processing charges due, and CONTRACTOR agrees to pay said order processing charges.

ARTICLE 19:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 20:

CONTRACTOR'S REPRESENTATIVE

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to END USER orders. Any change of representation shall be immediately communicated in written form to H-GAC by CONTRACTOR.

END USER will remit all payments to CONTRACTOR under this Contract. Under no circumstances shall checks be made payable to a representative. Should a representative submit invoices to END USER for reimbursement of costs relating to an END USER Purchase Order for products/services, the Invoice shall be forwarded to CONTRACTOR.

ARTICLE 21:

REPORTING REQUIREMENTS

Upon request by H-GAC, CONTRACTOR shall provide monthly written reports to H-GAC. Such reports may include, but are not limited to the following: detailing of all orders received, scheduled production, and scheduled delivery under this contract.

If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any report or other documentation required by this Contract, or otherwise fails to satisfactorily render performances hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 22:

MOST FAVORED CUSTOMER CLAUSE

If MOTOROLA at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, MOTOROLA shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein MOTOROLA shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If MOTOROLA believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, MOTOROLA shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons MOTOROLA believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and MOTOROLA shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Motorola has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 1/1/08.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 23:

INDEMNIFICATION

The CONTRACTOR agrees, to the extent permitted by law, to defend and hold harmless H-GAC, the State of Texas, the United States Government and their respective board members, officers, agents, officials, and employees from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of and to the extent caused by the CONTRACTOR'S negligent acts or omissions under this Contract, the CONTRACTOR'S non-performance of this Contract, or the CONTRACTOR'S violation of any law, regulation or other standard incorporated herein. The CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the CONTRACTOR relating to this Contract.

• PRODUCT SPECIFIC ARTICLES 24-46 •

ARTICLES 24, 25 AND 26 ARE COMBINED TO READ AS FOLLOWS:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.
3. END USER will submit order(s) electronically through CONTRACTOR'S on-line ordering process or issue Purchase Order(s) directly to CONTRACTOR at contract prices, and also submit a copy to H-GAC.
4. The H-GAC CONTRACTOR will deliver products/services as specified by the contract between CONTRACTOR and H-GAC, and invoice each END USER for (1) products/services purchased and (2) H-GAC'S applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an H-GAC CONTRACTOR's, documented invoice, END USER shall pay the H-GAC CONTRACTOR the full amount of the invoice.
6. For orders of less than \$100,000, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to H-GAC on a monthly basis. For orders of \$100,000 or more, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by Motorola.
7. Failure to promptly remit H-GAC's order processing charges may result in sanctions including, but not limited to, contract termination.
8. CONTRACTOR shall be responsible for delivery and acceptance of each unit by END USER, according to the requirements of the specifications, this Contract, and purchase order issued to CONTRACTOR by an END USER. All required equipment tests shall be borne by CONTRACTOR.
9. CONTRACTOR shall promptly provide H-GAC and END USER with all information pertaining to delivery schedules. CONTRACTOR shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. END USER'S location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the H-GAC CONTRACTOR prior to receipt of END USER's purchase order for delivery of any products/services has received H-GAC's prior written approval for any price increases.
12. The H-GAC CONTRACTOR agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable H-GAC order processing charge. The CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal contracts with H-GAC.

ARTICLE 27:

PRE-PAYMENTS AND DISCOUNTS

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT Page 7 of 10

1. Progress and pre-payment discounts offered by CONTRACTOR shall be fully disclosed to END USER by CONTRACTOR'S representative and subsequently listed on the END USER'S purchase order to CONTRACTOR.

Discounts may be offered by CONTRACTOR based on similarly constructed products and quantity purchases. Discounts may be stated in either dollar amount or percentage and shall be applicable to CONTRACTOR defined number of similar units.

2. CONTRACTOR shall be the sole source of determination as to similar designation.

ARTICLE 28:

LIABILITY INSURANCE

CONTRACTOR shall maintain proof of liability insurance in minimum amounts listed below and shall provide proof of said insurance to H-GAC upon request.

General liability	\$1,000,000 per single occurrence
Product liability	\$1,000,000 per single occurrence

Insurance coverage shall be in effect for the length of the contract and any extensions thereof, plus the number of months or days required to deliver any outstanding order after the close of the contract. Contractor shall promptly notify H-GAC of cancellation or changes in insurance coverage during the contract period.

ARTICLE 29:

COMPLETION AND LIQUIDATED DAMAGES

(This Article does not apply to this Contract)

ARTICLE 30:

COMPLIANCE WITH PROPOSAL SPECIFICATIONS

The contract herein provides certain details emphasizing the intent of the proposal specifications:

Warranties:

CONTRACTOR'S standard equipment warranty, as revised 4-1-00, shall be made a part of this Contract, a copy of which shall be attached to this Document. H-GAC reserves the right to examine the language in this standard warranty and to accept or reject any changes made after this date. H-GAC shall hold the CONTRACTOR responsible for the execution and effectiveness of all product warranty. H-GAC shall look only to the CONTRACTOR as the sole source for solution to problems arising from warranty claims. The CONTRACTOR agrees to respond directly to correction of warranty claims and to ensure reconciliation of warranty claims which have been assigned to a third party.

Selection of Components:

The selection of quality components shall be determined by the CONTRACTOR. Since durability and warranty provisions are an inherent consideration in the selection process, H-GAC and the END USERS subject themselves to a trust relationship with the CONTRACTOR to deliver a product which will comply with standards set for the specified product detail in the proposal specifications.

Contractor's Default:

Should the contractor default in providing the equipment as specified in the specifications, and in this contract, recourse may be exercised through the performance bond or other legal remedies.

Delivery to End User:

CONTRACTOR shall schedule delivery to END USER sites in coordination with the relevant END USER's site.

Accessories and Options:

All accessories and options listed in the Option Table shall become part of this contract.

ARTICLE 31:

DOCUMENTATION

CONTRACTOR will provide END USER Agency complete operating manuals on all equipment ordered.

ARTICLE 32:

MANUFACTURER PRICE DECREASES/INCREASES

1. Except as provided in ARTICLE 35, No price increases shall be allowed during the first twelve (12) months of this Contract period.
2. Any request for a price change must be submitted to H-GAC on CONTRACTOR'S letterhead, must be signed by a corporate officer, and must be received by H-GAC at least forty five (45) calendar days prior to the requested effective

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- date of the increase.
3. Price increase requests **MUST** be supported by documentation, acceptable to H-GAC, concerning CONTRACTOR'S actual cost increase.
 4. H-GAC reserves the right to accept or reject any price change request.

In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of this Contract, CONTRACTOR may request a price change based on the same conditions as stated above. However, the forty-five (45) day prior notice is waived and H-GAC will consider the request immediately on receipt.

ARTICLE 33: CONTRACTOR'S FIRMWARE/SOFTWARE

CONTRACTOR provides firmware/software only under license. END USER agencies will not own such firmware/software and will be authorized for its use only after proper completion of the CONTRACTOR'S Software Agreement Documentation except as CONTRACTOR agrees to sell the Source Code to the END USER.

ARTICLE 34: SYSTEM PURCHASE AGREEMENT

It is agreed that the scope of this Contract is limited to the procurement of equipment and services defined in Motorola's Proposal Response opened October 4, 2007 in response to the Proposal Specifications. It is further agreed that END USERS may use this Contract to purchase systems and/or services. In such event, a separate agreement, making reference to this Contract, may be negotiated between the CONTRACTOR, and the END USER. Said document shall be entitled, "*System Purchase Agreement*".

Using prices for products and services established in the Proposal Response opened October 4, 2007, each "*System Purchase Agreement*" shall define the associated costs for all such services. The "*System Purchase Agreement*" shall set forth all specific details of the negotiated agreement. It may include, but is not limited to the following: • division of responsibilities, • sites, • surface/subsurface conditions, • system design technical requirements, • performance and schedules, • coverage, • warranties, • installation and implementation, • list of deliverables, • Title and Risk of Loss, • FCC Licensing, • software licensing, • acceptance criteria, • payment terms, • documentation requirements, • changes, • customer delay, • termination for convenience/default, • limitation of liability, • training, • bonds, and • maintenance.

ARTICLE 35: SUBSTITUTIONS AND DEVIATIONS

H-GAC agrees to the substitution of Contractor's new published list prices to include new offerings. Along with the price book, Contractor will continue to provide a static discount structure to each part using published APC's (assigned product codes) consistent with current discounts. The new pricing, submitted in CD format, will be updated bi-monthly and provide a published sheet containing any changes within the CD format. Upon receipt of the CD, H-GAC will notify Contractor within five (5) business days if the price increases are not acceptable, or if H-GAC requires more information to make the determination.

ARTICLE 36: BLANKET PERFORMANCE BOND
(This Article does not apply to this Contract)

ARTICLE 37: PERFORMANCE BOND ISSUED TO END USER

Optional Performance Bonds may be purchased and issued to the relevant END USER for an amount equal to the value of each purchase order.

ARTICLE 38: INSPECTIONS BY H-GAC

CONTRACTOR agrees to provide access to H-GAC authorized personnel for inspection of facilities and audit of purchase orders during the Contract period and for a period extending to the completion of any and all equipment ordered under the terms of this contract. Site inspections shall be arranged not less than ten (10) calendar days before said inspections and shall state the name(s) of persons who will conduct the inspections. CONTRACTOR shall not incur expenses relating thereto.

ARTICLE 39: PROPOSAL PRICES OFFERED BY CONTRACTOR

The pricing listed in CONTRACTOR'S Proposal Response as stated on *Forms D through F* shall be applicable to all products ordered under the terms of this Contract. Additional discounts may be offered at the discretion and sole liability of the CONTRACTOR.

ARTICLE 40: CHANGE ORDER PROVISIONS

Texas statutes limit change orders to an amount not exceeding twenty-five (25%) of the proposal price. A decrease of like amount is also provided. For the purpose of H-GAC procedures, the proposal price includes the base proposal amount and all priced options submitted with the proposal response.

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ARTICLE 41:

ORDER CANCELLATION

In the event CONTRACTOR is unable to deliver a product/service by the scheduled delivery date, and the delay is caused by factory production delays exceeding one hundred twenty (120) days from the delivery date set in the purchase order, said product/service shall be subject to possible cancellation by END USER.

CONTRACTOR shall notify END USER and H-GAC of any conditions of Force Majeure that might cause delay in delivery of products/services. [See Article 11: "Force Majeure"]

ARTICLE 42: ASSIGNMENT OR SUBLEASE OF RIGHTS

Neither party shall assign or sublease any rights under this contract without the written consent of the other party. [See Article: "Subcontracts"]

ARTICLE 43: CHANGE OF OWNERSHIP

The CONTRACTOR shall notify H-GAC of any material change in name, ownership or control. Such notification shall be supplied within ten (10) business days of such change.

ARTICLE 44: NON-COMPETITION CLAUSE

A CONTRACTOR'S published or unpublished options may not compete with another CONTRACTOR'S base proposal award.

ARTICLE 45: PRODUCER PRICE INDEX APPLIED TO CONTRACT EXTENSIONS

Consideration of any contract extension exceeding sixty-one (61) days beyond the stated expiration date of the original contract period, may be subject to possible increases/decreases in the original proposal prices offered by the CONTRACTOR. The price increases/decreases shall not exceed the Producer Price Index (PPI) for the latest available reporting period prior to expiration of the original contract.

The relevant product code, as defined by the criteria of the U. S. Department of Labor's latest reporting period, shall be used to determine the maximum price increase/decrease for the length of the contract extension. H-GAC shall establish the date of the latest available report in determining the rate of increase/decrease based on direct communication with the U. S. Department of Labor.

ARTICLE 46:

CONTRACT PERFORMANCE

CONTRACTOR must meet the following performance criteria at all times, and to H-GAC's complete satisfaction. Failure to do so may be considered to be non-compliant performance and may result in contract termination at H-GAC's sole discretion.

1. CONTRACTOR shall maintain sufficient qualified staff to process Purchase Orders, and to respond promptly by telephone, fax, and email.
2. CONTRACTOR shall participate in orientation and training as may be required by H-GAC.
3. H-GAC reserves the right to request that a new Sales Representative be assigned to the contract (Proposal Specifications, General Terms and Conditions).
4. CONTRACTOR shall provide toll free line(s) for access by H-GAC's End Users.
5. Motorola will use commercially reasonable efforts to encourage H-GAC End User Participants to purchase contracted items through the H-GAC Contract.
6. All Products/services sold and delivered will include all current manufacturer's standard features at no additional charge, and meet all H-GAC requirements and specifications in all respects.
7. Scheduled delivery dates will be met in all cases unless prevented by Force Majeure.



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC **09-2244**
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *District of Columbia _____ a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *441 4th Street NW, Washington, DC 20001

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *August 3, 2009 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began *October 1, 2008 and ends *September 30, 2009. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* District of Columbia
Name of End User (local government, agency, or non-profit corporation)
*441 4th Street NW Suite 700 South
Mailing Address
*Washington, DC 20001
City State ZIP Code
* By Donna McCarthy
Signature of chief elected or appointed official
*Donna McCarthy, Deputy Chief Procurement Officer
Typed Name & Title of Signatory
Date 8/13/09

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature] Executive Director
Date: 8-31-09
Attest: [Signature] Manager
Date: August 20, 2009

*Denotes required fields

rev. 7/07