

**CITY OF CHICAGO  
DEPARTMENT OF PROCUREMENT SERVICES  
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

FOR NCRB USE ONLY	
Date	12.7.10
Recommend Approval	<input checked="" type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	111

**NON-COMPETITIVE REVIEW BOARD (NCRB)  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with <<name of person or firm>> for the product(s) and/or service(s) described herein.

**This is a request for:**

One-Time Contractor Requisition #: <<Req No>> copy attached or  Term Agreement or  Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <<product description or name>> (Attach List).

Pre-Assigned Specification No.:           

Pre-Assigned Contract No.:           

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: 8873

Company or Agency Name: Motorola

Specification #: 28728

Contract or Program Description: Miscellaneous Motorola Radio Communication Equipment and Related Devices

Modification #: 1

(Attach List, if multiple)

Rosemary McDonnell

746.9369

*Rosemary McDonnell*  
Signature

OEMC

November 20, 2010

Originator Name  
(mm/dd/yr)

Telephone

Department

Date

**PROCUREMENT HISTORY**

1. Describe the requirement and how it evolved from initial planning to its present status.
  - a. The OEMC is requesting a time extension and a vendor limit increase to PO 8873: Miscellaneous Motorola Radio Communication Equipment and Related Devices. Pending approval, the new contract end date will be June 30, 2012. OEMC will be adding \$2 million to this contract since 7 City departments use this contract.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
  - a. Continuation – The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. PO 8873 began in 2006 and the contract provided assemblies, accessory parts and related services to maintain the radio system. The City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.
  - b. Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
  - a. This is an existing contract on which an extension and vendor limit increase is being requested, not a new contract.
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
  - a. This is an existing contract on which an extension and vendor limit increase is being requested, not a new contract.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
  - a. Until the entire system is changed out and a different vendor selected OR Motorola decides to allow technicians from other manufacturers to manufacture, repair and otherwise configure their proprietary equipment; Motorola will continue to be the only vendor capable of providing replacement parts and depot repair services.
  - b. Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.
  - c. Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment. Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.
  - d. All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.
  - e. All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are licensed or authorized to perform this service.
6. Explain whether or not future competitive bidding is possible. If not, why not?
  - a. Until the entire system is changed out and a different vendor selected OR Motorola decides to allow technicians from other manufacturers to manufacture, repair and otherwise configure their proprietary equipment; Motorola will continue to be the only vendor capable of providing replacement parts and depot repair services.
  - b. The cost of a replacement system is astronomical due to spectrum availability in the City and the fact that a long term phased in approach is not practical; an entire new system would need to be up and operational and then a hard cut-over would need to take place.

**ESTIMATED COST**

OEMC is requesting a \$4 million dollar vendor limit increase. Half of this (\$2 million) will come from the Urban Area Security Initiative (UASI) 2009 Federal grant.

**SCHEDULE REQUIREMENTS**

1. Explain how the schedule was developed and at what point the specific dates were known.
  - a. This contract started July 1, 2007 and allows for three, one year extension options.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
  - a. Not at all.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
  - a. The contract provides for assemblies, accessory parts and related services to maintain the radio system.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.
  - a. Currently, there is a need for additional radio equipment to supplement the implementation of the City's narrowbanding project as well as the move to a network environment that will put the City in position to be more vendor agnostic.

**EXCLUSIVE OR UNIQUE CAPABILITY**

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
  - a. This is not a Professional Services Contract
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
  - a. Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.
  - b. Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment.

Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.

- c. All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.
- d. All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are licensed or authorized to perform this service.

3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

- a. See above for exclusive capability.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

- a. See above for exclusive capability.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

- a. See above for exclusive capability.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?

- a. The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. A purchase contract (PO#8873) covering replacement assemblies, accessory parts and related services were established in 2006 to maintain the radio system. Contact 15383 covers the replacement parts and repair services for Motorola's 2-way communications equipment and related systems. City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.
- b. Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.
- c. This contract is also used extensively by seven (7) City departments which include Departments of Police, Emergency Communications, Fire, Streets & Sanitation, Health, Aviation and Water. The Office of Emergency Communications is the largest volume user.
- d. Over recent years, the City's emergency communications system has expanded to include sophisticated, centralized communications and dispatch systems that integrate the emergency response of Chicago's public safety agencies. The existing radio network contains data radio systems for the Chicago Fire and Police Departments' emergency operations are comprised solely of Motorola equipment and related software.
- e. The Office of Emergency Management Communications is responsible for the maintenance, enhancement, and upgrading of communications equipment used by the Police, Fire and Emergency Medical Services operations of the City. This includes transmitters, base station equipment, portable radios, data terminals, test equipment, mobile radios and terminals used in the field and at various locations throughout the City.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

Yes. The City uses communications systems in which sophisticated levels of technical criteria are required. The City utilizes several Motorola Propriety equipment, including the SMARTNET radio systems. Motorola is the only vendor with a diverse array of infrastructure and subscriber products compatible with the existing infrastructure systems that will allow for the continued optimal operation today.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

- a. See #2 above.

OTHER

Attached are the Scope of Work, and supporting documentation from Motorola

APPROVED BY:

[Signature]  
DEPARTMENT HEAD OR DESIGNEE

11-22-10.  
DATE

JOSE A. SANTANA  
PRINT NAME

[Signature]  
CHIEF PROCUREMENT OFFICER

[Signature]  
BOARD CHAIRPERSON

12-7-2010  
DATE

Rich Butler  
PRINT NAME

12/2/10  
DATE OF APPROVAL



City of Chicago  
Richard M. Daley, Mayor

Office of Emergency Management  
and Communications

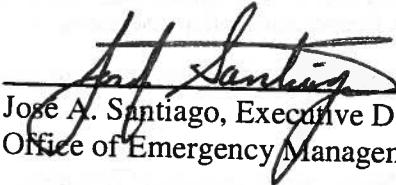
José A. Santiago  
Executive Director

1411 West Madison Street  
Chicago, Illinois 60607-1809  
(312) 746-9111  
(312) 746-9120 (FAX)

www.cityofchicago.org

**TO:** Jamie Rhee, Chief Procurement Officer  
Department of Procurement Services

Richard Butler, DPS First Deputy and Chair  
Non Competitive Review Board

**FROM:**   
José A. Santiago, Executive Director  
Office of Emergency Management and Communications

**DATE:** November 22, 2010

**RE:** **Vendor Limit Increase and Time Extension**  
**Motorola PO#8873 Spec 28728**  
**Miscellaneous Motorola Radio Communication**  
**Equipment and Related Devices**

The Office of Emergency Management and Communications (OEMC) respectfully requests a one year time extension and a vendor limit increase of \$4,000,000 for PO 8873: *Miscellaneous Motorola Radio Communication Equipment and Related Devices*. Pending approval, the new contract end date would be June 30, 2012. Half of the vendor increase will come from grant funds-Urban Area Security Initiative (UASI) 2009.

#### **Background**

The Non Competitive Review Board approved this contract in 2006. The contract with Motorola covers the purchase of replacement assemblies, accessory parts and related services for two-way voice radio and data equipment

Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years.

OEMC is now responsible for the purchase, maintenance, enhancement, and upgrading of communications equipment used by the City. This includes transmitters, base station equipment, portable radios, data terminals, test equipment, mobile radios and terminals used in the field and at various locations throughout the City.

Multiple departments use this contract, including the Departments of Law, Police, Emergency Communications, Fire, and Streets & Sanitation. OEMC is the largest volume user.



<b>FOR NCRB USE ONLY</b>	
Date _____	
Recommend Approval	<input type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote _____	

**NON-COMPETITIVE REVIEW BOARD (NCRB)  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with <<name of person or firm>> for the product(s) and/or service(s) described herein.

**This is a request for:**

One-Time Contractor Requisition #: <<Reg No>>, copy attached or  Term Agreement or  Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <<proj description/name>> (Attach List).

Pre-Assigned Specification No.: \_\_\_\_\_

Pre-Assigned Contract No.: \_\_\_\_\_

**COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT**

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: 8873

Company or Agency Name: Motorola

Specification #: 28728

Contract or Program Description: Miscellaneous Motorola Radio Communication Equipment and Related Devices

Modification #: 1

(Attach List, if multiple)

Rosemary McDonnell

746.9369

  
Signature

OEMC

November 20, 2010

Originator Name  
(mm/dd/yr)

Telephone

Department

Date

**PROCUREMENT HISTORY**

1. Describe the requirement and how it evolved from initial planning to its present status.
  - a. The OEMC is requesting a time extension and a vendor limit increase to PO 8873: Miscellaneous Motorola Radio Communication Equipment and Related Devices. Pending approval, the new contract end date will be June 30, 2012. OEMC will be adding \$2 million to this contract since 7 City departments use this contract.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
  - a. Continuation – The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. PO 8873 began in 2006 and the contract provided assemblies, accessory parts and related services to maintain the radio system. The City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.
  - b. Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.

## INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a DPS Checklist and any other required documentation. The Board will not consider justification with incomplete information documentation or omissions.

### PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

### ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

### SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

### EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or model etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

### MBE/WBE COMPLIANCE PLAN

- \* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

### OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved ITGB form.

### REVIEW AND APPROVAL

This form must be signed by both Originator of the request and signed by the Department Head or authorized designee. After review and final disposition from the Board, this form will be signed by the Chairperson of the Board. After review and final disposition from the Board, this form will be signed by the Chief Procurement Officer for final approval.

# DPS PROJECT CHECKLIST

**For DPS Use Only**

Date Received

Date Returned

Date Accepted

CA/CN's Name

**IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.**

**General Information:**

Date: 11/20/2010	Need by (estimated date): 2/1/2011	
Requisition No.: 55131	Contact Person: Rosemary McDonnell	Project Manager: Aric Roush
Specification No.: (if known) 28728	Telephone: 746.9369	Telephone: 746.9268
PO No.: (if known) 8873	Fax:	Fax:
Modification No.: (if known)	Email: rmcdonnell@cityofchicago.org	Email: aroush@cityofchicago.org
Previous PO No.: (if known)		

**Project Description:** OEMC time extension and Vendor Limit Increase to PO 8873: Motorola Miscellaneous Radio Communication Equipment and Related Devices. Time extension will be for one year, (12 months) for a new contract end date of 6/30/2012.

**Funding:**

City:	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT <sup>a</sup>	RPTG	\$ DOLLAR AMOUNT
1	10	0100	058	4115	220360				2,000,000
2	09	0M06	058	2705	220400			09GW3B	2,000,000

Term Estimated Value \$4,000,000

\*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE COMMITTED OR SPENT BY DEADLINE: (DATE)

**Scope Statement:**

✓ Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

**IMPORTANT:**

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

**Purchase Order Type (Check All That Apply):**

<p><b>New Request</b></p> <p><input type="checkbox"/> Blanket/Term/DUR/Agreement</p> <p><input type="checkbox"/> Master Agreement (Task Order)</p> <p><input type="checkbox"/> Standard/One-Time Purchase</p> <p><b>Forms</b></p> <p><input type="checkbox"/> Requisition</p> <p><input type="checkbox"/> Special Approvals</p> <p>✓ Non-Competitive Review Board (NCRB)</p>	<p><b>Modification/Amendment</b></p> <p>✓ Time Extension**</p> <p>✓ Vendor Limit Increase</p> <p><input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)</p> <p><input type="checkbox"/> Other (specify):</p>
--	--

Contract Term: July 1, 2006-June 30, 2012

\*\* Requested Term (Number of Months): 12 months

**Pre-Bid/Submittal Requirements:**

Mandatory Pre Bid/Submittal Conference?  Yes\* ✓No

Requesting Site Visit?  Yes ✓No

\*If yes, explain reasons why mandatory attendance is necessary.



The following is a general description of what should be included in a Scope of Services or Specification: A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

- Current Insurance Requirements prepared/approved by Risk Management: [ ] Yes [ ] No
Will services be performed within 50 feet of CTA train or other railroad property? [ ] Yes [ ] No
Will services be performed on or near a waterway? [ ] Yes [ ] No

If applicable, Pre-Qualification Category No. Category Description: For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: [ ] None [ ] State [ ] Federal [ ] Other \_\_\_\_\_

If Amendment request, please verify and provide the following:

- Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

Attach Recommendation of MBE/WBE/DBE Analysis Form [ ] Yes [x] No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: [ ] Yes [ ] No

Required Attachments: Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

- Current Insurance Requirements prepared/approved by Risk Management: [ ] Yes [ ] No
Will work be performed within 50 feet of CTA or ATS structure or property? [ ] Yes [ ] No
Will work be performed airside? [ ] Yes [ ] No

\*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)? [ ] Yes\* [ ] No [ ] Redacted
\*If yes, attach Confidentiality Statement

Attach Recommendation of MBE/WBE/DBE Analysis Form [ ] Yes [ ] No

If Amendment request, please verify and provide the following:

- Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

## COMMODITIES SUPPLEMENTAL CHECKLIST

### Required Attachments:

- X Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- X Bidder's qualification, contract term and extension options
- X Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- X Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes X No

Is this a **Revenue Producing contract**?

Yes X No

If **Modification request**, please verify and provide the following:

Contractor's Name: Motorola Inc.

Contractor's Address: 1301 E. Algonquin Rd. Schamburg, IL 60196

Contractor's e-mail Address: [ali.kapadia@motorola.com](mailto:ali.kapadia@motorola.com)

Contractor's Phone Number: 312.725.6273

Contractor's Contact Person: Ali Kapadia

## CONSTRUCTION SUPPLEMENTAL CHECKLIST

### Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

### Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes  No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes  No

Will services be performed on or near a waterway?

Yes  No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

Yes  No

If **Modification request**, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

## PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

### If New Request (Check applicable boxes):

Is this a **Request for Information (RFI)**?

Yes  No

Is this a **Request for Qualifications (RFQ)**?

Yes  No

Is this a **Request for Proposal (RFP)**?

Yes  No

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

Yes\*  No

\*If yes, Company Name: **PO#**

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement**?

Yes\*  No

\*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for **Individual Contract Services**?

Yes\*  No

\*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a **Revenue Producing contract**?

Yes  No

Does this request involve the **purchase of Software**?

Yes\*  No

\*If yes, is City required to sign a software license?

Yes\*  No

\*If yes, attach descriptions of software and software license agreement.

**PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)**

**Required Attachments (IF RFP/RFQ OR SOLE SOURCE):**

- Statement of Work (SOW), Deliverables or Scope of Services defined  
Does SOW involve any work in the public way?  Yes\*  No  
\*If yes, attach list of locations.
- Does SOW involve any public improvement to property that requires performance bond or prevailing wage?  Yes\*  No  
\*If yes, attach list of locations.
- Is City Council approval required?  Yes  No
- Project or Program Background Information
- Project Goals and Objectives
- Qualifications or Licenses/Certifications required for any disciplines
- Evaluation Criterion desired in RFP or RFQ
- Evaluation Committee (EC) members recommended. Attach list of names, titles and departments
- Technical and/or Functional Requirements, if applicable
- Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of **MBE/WBE/DBE Analysis Form**  Yes  No

Contractor's Name:  
Contractor's Address:  
Contractor's e-mail Address:  
Contractor's Phone Number:  
Contractor's Contact Person:

**VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST**

**Required Attachments:**

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories
- Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (Manufacturer; or Dealer; or Other Source)
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

Attach Recommendation of **MBE/WBE/DBE Analysis Form**  Yes  No  
Is this a **Revenue Producing Contract?**  Yes  No

If **Modification request**, please verify and provide the following:

Contractor's Name:  
Contractor's Address:  
Contractor's e-mail Address:  
Contractor's Phone Number:  
Contractor's Contact Person:

C. . . . .

**WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST**

**Required Attachments:** Refer to attached memorandum. The remaining criteria do not apply as this is a modification to an existing contract.

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

**Risk Management:**

- Will services be performed within 50 feet (50') of CTA train or other railroad property?  Yes  No
- Will services be performed on or near a waterway?  Yes  No
- Will services require the handling of hazardous/bio-waste material?  Yes  No
- Will services require the blocking of streets or sidewalks which may affect public safety?  Yes  No

- Attach Recommendation of **MBE/WBE/DBE Analysis Form**  Yes  No
- Is this a **Revenue Producing contract**?  Yes  No

If **Modification or Amendment request**, please verify and provide the following:

- Contractor's Name
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

**OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS**  
**Miscellaneous Motorola Radio Communication Equipment and Related Devices**  
**PO 8873**

**PROCUREMENT HISTORY**

The OEMC is requesting a time extension and a vendor limit increase to PO 8873: Miscellaneous Motorola Radio Communication Equipment and Related Devices. Pending approval, the new contract end date will be June 30, 2012. OEMC will be adding \$4 million to this contract since 7 City departments use this contract.

The two-way voice radio and data equipment is a vital last mile communications link for first responders in the delivery and support of emergency services for the City's 911 daily operations. It is imperative that the City maintains and repairs existing Motorola equipment promptly in order to assure reliable communications. PO 8873 began in 2006 and the contract provided assemblies, accessory parts and related services to maintain the radio system. The City of Chicago radio technicians diagnose the system faults and effect repairs by installing the parts that are purchased under this contract. Motorola manufactures the parts and supplies the parts/assemblies, factory depot repair services, and engineering/field support services.

Motorola Communications and Electronics, Inc. has provided over 90% of the City's 2-way communications equipment and related systems for the past 40 years. Motorola is a market leader in telecommunications and in the public safety industry. Many of the replacement parts/assemblies/modules are available only from Motorola as they either manufacture the items themselves, or they exclusively license third party manufacturer for Motorola. The equipment being supported are extremely software/firmware driven and only Motorola (who has access to the source code) is in a position to correct/repair firmware/software related malfunctions.

This contract is also used extensively by seven (7) City departments which include Departments of Police, Emergency Communications, Fire, Streets & Sanitation, Health, Aviation and Water. The Office of Emergency Communications is the largest volume user.

Over recent years, the City's emergency communications system has expanded to include sophisticated, centralized communication and dispatch systems that integrate the emergency response of Chicago's public safety agencies. The existing radio network contains data radio systems for the Chicago Fire and Police Departments' emergency operations are comprised solely of Motorola equipment and related software.

The Office of Emergency Management Communications is responsible for the maintenance, enhancement, and upgrading of communications equipment used by the Police, Fire and Emergency Medical Services operations of the City. This includes transmitters, base station equipment, portable radios, data terminals, test equipment, mobile radios and terminals used in the field and at various locations throughout the City.

**SCHEDULE REQUIREMENTS**

This contract started July 1, 2007 and allows for three, one year extension options.

**EXCLUSIVE OR UNIQUE CAPABILITY**

Motorola is the original equipment manufacturer and sole provider of the City's requirements for replacement parts and factory repair services covered in this request. Governmental accounts are handled exclusively on a factory direct basis and no dealers, distributors or third party providers of any kind, are authorized to provide this service to the City.

Motorola is also the manufacturer of many of the individual component parts contained within its systems and equipment. Proprietary components manufactured by Motorola include a wide variety of semiconductor devices, (integrated circuits and discrete components) oscillators, crystals, etc.

All replacement parts sold by Motorola are physically identified with a Motorola part number. Any installation of replacement parts procured from other sources voids Motorola direct or associated equipment product warranty that may be in effect.

All work service provided by Motorola is performed by FCC licensed technicians who are direct employees of Motorola and no sub-contractors are licensed or authorized to perform this service.

**REVIEW AND APPROVAL**

This form must be signed by both the Originator at the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board Head or authorized designee.



\_\_\_\_\_  
Aric Roush  
OEMC  
Director of Information Services



\_\_\_\_\_  
Frank Lindbloom  
OEMC  
Deputy Director, Administration



MOTOROLA

November 19, 2010

Jamie L. Rhee  
City of Chicago  
Chief Procurement Officer

City Hall, Room 403  
121 N. LaSalle Street  
Chicago, IL 60602

**RE: Motorola Contract Number: 8873  
Miscellaneous Motorola Radio Communication Equipment and Related Devices  
Vendor Limit Increase.**

Dear Mrs. Rhee:

The City of Chicago uses communication systems in which sophisticated levels of technical criteria are required. These levels of technical criteria are necessary to enable the various Departments to communicate in an efficient and safe manner. All of the City's major public safety and public service 2-way radios systems comprise of Motorola Radio Infrastructure including the Police Zone, Citywide, and Organized Crime Division Radio Systems, Fire Digital System, Chicago Department of Aviation (CDA) trunked Radio Systems, and the Department of General Services Radio System. In addition this includes the large investment of Mobile and Portable radios which are utilized by Police, Fire, Traffic Management, Streets and Sanitation, as well as Radio Dispatch consoles in use at CDA and OEMC. The Fire Digital system is a Motorola Proprietary ASTRO 3.1 Conventional Fire Digital System. In addition the CDA and Organized Crime Division systems are Motorola Proprietary SMARTNET radio systems. The Organized Crime Division as well as five radio systems in use by the Chicago Department of Aviation utilizes this technology. CDA also utilizes a Motorola Proprietary CENTRACOM Gold Elite dispatch console, and OEMC utilizes a MCC5500 dispatch console for Streets and Sanitation and Snow Command use. In addition, the Chicago Department of Innovation and Technology, Department of Water, and Streets and Sanitation also use Motorola broadband radio equipped handheld computers. The Chicago Police Department utilizes Motorola Mesh access point radios.

Motorola is the only vendor with a diverse array of infrastructure and subscriber products compatible with the existing infrastructure systems that will allow for the continued optimal operation today as well as provide flexibility and scalability for the future.

The Motorola products would allow the City for rapid deployment as there would essentially be no learning curve. The City's Electrical Mechanics are already trained to install, service, program and maintain the systems, portable and mobile radio units. It would take a very large investment to equip the City's technical staff to support any other products. The city also has a very large investment in accessories that are only compatible with Motorola communications products.

Finally, pursuant to the City's request to increase the vendor limit of the 8873 contract, to the best of its knowledge and belief, Motorola is in compliance with the terms and conditions of contract number 8873 and in compliance with the City's MBE/WBE goals of 16.9% and 4.5% with indirect utilization respectively. Refer to the attached schedules and reports for the details.

Please direct any further correspondence to Ali Kapadia, Sr. Account Manager (312) 725-6273.

Sincerely,

Debora Courtright  
Vice President, Strategic Projects Team  
Motorola, Inc.

CC: Frank Lindbloom, OEMC Deputy Director  
Rosemary C. McDonnell, OEMC Grants Research Specialist



CITY OF CHICAGO  
OFFICE OF COMPLIANCE

---

August 24, 2010

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

**Annual No Change Affidavit Due:**

**March 1, 2011**

Dear Silverio Osorio:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until March 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1<sup>st</sup> so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **March 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **December 31, 2010**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely*



SCHEDULE C - 1

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

Name of Project/Contract: 8873

Specification Number: \_\_\_\_\_

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

MBE: YES X NO \_\_\_\_\_

WBE: YES \_\_\_\_\_ NO X

To: Motorola, Inc. and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

Sole Proprietor  
 Partnership

Corporation  
 Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of August 2010 to March 2011 for a period of five years.

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

Janitorial services (indirect)

The above described performance is offered for the following price and described terms of payment:  
\$338,000.00 (16.9%)

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

  
(Signature of Owner or Authorized Agent)

Mr. Silvero Osorio, President  
Name/Title (Print)

November 18, 2010  
Date

(847) 550 - 6060  
Phone



CITY OF CHICAGO  
OFFICE OF COMPLIANCE

---

August 24, 2010

Kayhan Heilriegel  
Kayhan International, Ltd.  
1475 East Woodfield Road, Suite 104  
Schaumburg, IL 60173

**Annual No Change Affidavit Due:**

**September 1, 2011**

Dear Kayhan Heilriegel:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until September 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1<sup>st</sup> so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **September 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **July 3, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely*

*representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

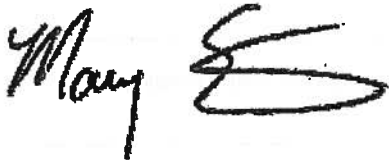
Kayhan International, Ltd. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

42044 Institutional Furniture, All Types  
42056 Library Furniture: Book Trucks, Card Cabinets, Carrels, Chairs, Curb  
42059 Lounge Furniture, Upholstered  
42517 Data Processing Furniture, Metal and Plastic (For Storage Cabinets Se  
42564 Recycled Office Furniture (All Types)  
42594 Work Stations, Modular, Systems Furniture  
45008 Bins, Cabinets, and Shelves, Metal (Not Office Type)  
90652 Interior Design, Space Planning, and Exhibits/Displays  
93145 Furniture Installation and Reconfiguration Services (Including System  
96246 Installation Services (Not Otherwise Classified)

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott", with a large, stylized flourish at the end.

Mary Elliott  
Acting Managing Deputy

SCHEDULE C - 1

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

Name of Project/Contract: 8873

Specification Number: \_\_\_\_\_

From: Kayhan International (Name of MBE/WBE Firm)

MBE: YES \_\_\_\_\_ NO X

WBE: YES X NO \_\_\_\_\_

To: Motorola, Inc. and the City of Chicago: (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

- Sole Proprietor, Partnership, Corporation, Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8-31-10 to 9-1-11 for a period of five years.

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

Office furniture (indirect)

The above described performance is offered for the following price and described terms of payment: \$90,000.00 (4.5%)

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Kayhan Heilriegel (Signature of Owner or Authorized Agent) Kayhan Heilriegel, President/CEO Name/Title (Print) November 18, 2010 Date (847) 843-5060 Phone

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

Contract Name: City of Chicago

Contract No: 8873

State of: Illinois

County (City) of: Cook

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Motorola, Inc.

Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBEI/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached) or have had a complete application for MBEI/WBE certification on file with the City of Chicago for at least thirty (30) days.

**I. Direct Participation of MBE/WBE Firms**

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

A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

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

**C. MBE/WBE Subcontractors/Suppliers/Consultants:**

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached?    Yes    \_\_\_\_\_    No    \_\_\_\_\_    \* (see page 2)

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached?    Yes    \_\_\_\_\_    No    \_\_\_\_\_    \* (see page 2)

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

---

3. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached?    Yes \_\_\_\_\_    No \_\_\_\_\_    \* (see page 2)
4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached?    Yes \_\_\_\_\_    No \_\_\_\_\_    \* (see page 2)
5. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

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

Note: This section need not be completed if the MBEI/WBE goals have been met through the direct participation outlined in Section 1. If the MBEI/WBE goals have not been met through the direct participation, contractor will be expected to demonstrate that the proposed MBEI/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

---

- A. Name of MBE/WBE: B&B Maintenance  
Address: 537 Capital Drive, Lake Zurich, IL  
Contact Person: Silverio Osorio, President Phone: (847) 550 - 6060  
Dollar Amount of Participation \$ \$338,000.00  
Percent Amount of Participation: 16.9% %  
Schedule C-1 attached? Yes  No  \* (see page 2)
- B. Name of MBE/WBE: Kayhan International  
Address: 1475 E. Woodfield Road, Ste. 104, Schaumburg, IL  
Contact Person: Kahan Heilriegel Phone: (847) 843 - 5060  
Dollar Amount of Participation \$ \$90,000.00  
Percent Amount of Participation: 4.5% %  
Schedule C-1 attached? Yes  No  \* (see page 2)
- C. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes  No  \* (see page 2)
- D. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes  No  \* (see page 2)
- E. Attach addition sheets as needed.

\*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or Proposal due date).

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

---

III. Summary of MBE/WBE Proposal:

A. MBE Proposal:

1. MBE Direct Participation (from Section I.):

<u>MBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct MBE Participation:</b>	<b>\$ _____</b>	<b>_____ %</b>

2. MBE Indirect Participation (from Section II.):

<u>MBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
<b>B&amp;B Maint.</b>	<b>\$ 338,000.00</b>	<b>16.9</b> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect MBE Participation:</b>	<b>\$ 338,000.00</b>	<b>16.9</b> %

B. WBE Proposal:

1. WBE Direct Participation (from Section I.):

<u>WBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct WBE Participation:</b>	<b>\$ _____</b>	<b>_____ %</b>

2. WBE Indirect Participation (from Section II.):

<u>WBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation
<b>Kayhan</b>	<b>\$ 90,000.00</b>	<b>4.5</b> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect WBE Participation:</b>	<b>\$ 90,000.00</b>	<b>4.5</b> %




**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name Jeffrey Espiritu Phone Number (847) 576-6095

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

  
Signature of Affiant

State of Illinois

County of Cook

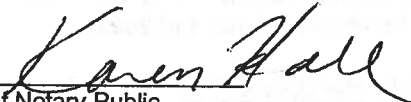
This instrument was acknowledged before me on Nov 18, 2010 (date)

by Jeffrey Espiritu (name /s of person/s)

as Supplier Div. Mgr type of authority, e.g., officer, trustee, etc.)

of Motorola, Inc name of party on behalf of whom instrument was executed).

(Seal)

  
Signature of Notary Public



# 1. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

FOR CITY USE

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

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

## WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

**PUBLIC DISCLOSURE:** It is the City's policy to make this document available to the public on its Internet site and/or upon request.

## GENERAL INFORMATION

Date this EDS is completed: April 29, 2010

- A. **Entity submitting this EDS?** That individual or entity will be the "Undersigned" throughout this EDS. Motorola, Inc.

**NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.**

Check here if the Undersigned is filing this EDS as an Applicant.

Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:  
\_\_\_\_\_

B. Business address of the Undersigned:

1301 E. Algonquin Road

Schaumburg, IL 60196

C. Telephone: 847-833-0312 Fax: 847-538-6020

Email: john.kedzierski@motorola.com

D. Name of contact person: John Kedzierski

E. Tax identification number: 36-1115800

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Replacement Parts and Repair Service for 2-Way Communications Equipment and Related Systems Debris

G. Is the Matter a procurement?  Yes  No

H. If a procurement, Specification No.: 53600 Contract No.: 15383 and Mod No.: 46450

I. If not a procurement:

1. City Agency requesting EDS:

\_\_\_\_\_

2. City action requested (e.g. loan, grant, sale of property):

\_\_\_\_\_

3. If property involved, list property location:

\_\_\_\_\_

## 1.1. SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

Individual

Limited Liability Company

Business corporation

Joint venture

Sole proprietorship

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3)?)

Yes  No

General partnership

Other entity (please specify)

Limited partnership \_\_\_\_\_

2. State of incorporation or organization, if applicable Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do

business in the State of Illinois as a foreign entity?  
 Yes     No     N/A

**B. ORGANIZATION INFORMATION**

**1. IF THE UNDERSIGNED IS A CORPORATION:**

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name                      Title

Information about Motorola's executive officers and directors may be found in its annual report and other filings with the SEC. Those documents are available at the following website: <http://www.motorola.com/us> - click on "Investor Relations."

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
Dodge & Cox, Inc.	555 California St. 40th Floor San Francisco, CA 94104	9.8%

b(2). If the Matter is not a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
N/A		

c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
N/A		

**IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:**

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
------	------------------	---------------------

N/A

**3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:**

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest
------	------------------	---------------------

N/A

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
------	-------

N/A

**4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:**

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business Address
------	------------------

N/A

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

Name	Business Address	Percentage Interest
N/A		

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

N/A

Name	Business Address	Percentage Interest
N/A		

**1.2. SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a "business relationship" means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

**B. CERTIFICATION**

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?

Yes  No

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

N/A

---

---

---

---

### 1.3. SECTION THREE: DISCLOSURE OF RETAINED PARTIES

#### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

#### B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name*	Business Address	Relationship to Undersigned**	Fees***
Jerry Joyce		Consultant	\$5000.00

10258 S. Western, Chicago, IL

---

---

---

\* Indicate whether retained or anticipated to be retained

\*\* Attorney, lobbyist, etc.

\*\*\* Indicate whether paid or estimated

**[ ] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.**

**1.4. SECTION FOUR: CERTIFICATIONS**

**I. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

---

---

---

---

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

---



---

---

---

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

NA

---

---

---

---

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

**Check one:**

\_\_\_ 1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.

\_\_\_ 2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

\_\_\_ 3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (a) and (b).

X 4. There are no Substantial Owners.

### **III. FURTHER CERTIFICATIONS**

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;
4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly, controls the

Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;

- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and will comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

---

---

---

---

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION**

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically will not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

**A. CERTIFICATION**

The Undersigned certifies that the Undersigned [check one]

\_\_\_\_\_ is

X  is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

**B. If the Undersigned IS a financial institution, then the Undersigned pledges:**

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

---

---

---

---

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

**V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?  
 Yes     No

**NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee will have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?  
 Yes     No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
<u>N/A</u>		
_____		
_____		
_____		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### **VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).

- X 1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave

industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

\_\_\_\_2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

## 1.5. SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

### I. CERTIFICATION REGARDING LOBBYING

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

Jerry Joyce

---

Paul Newman

---

Darcy Davidsmeyer

---

*[If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]*

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES**

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

## **III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)

- A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
 Yes     No     N/A
- B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
 Yes     No     N/A
- C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
 Yes     No     N/A

**1.6. SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES**

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at [www.cityofchicago.org/Ethics/](http://www.cityofchicago.org/Ethics/), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

**[ ] BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:**

1. Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.
2. Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:
  - a) any cash gift or any anonymous gift; and
  - b) any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
3. Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
4. Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
5. Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
6. Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.



7. Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

#### **1.7. SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

**CERTIFICATION**

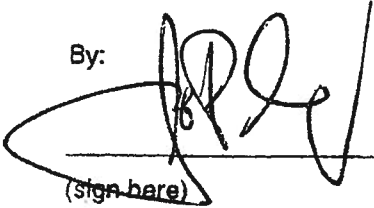
Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Motorola, Inc.

(Print or type name of individual or legal entity submitting this EDS)

Date: April 29, 2010

By:

  
\_\_\_\_\_  
(sign here)

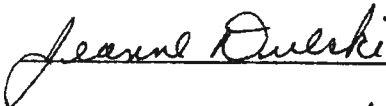
Print or type name of signatory:

John P. Molloy

Title of signatory:

MSSI Vice President

Acknowledged to before me on [date] 4/29/10, at COOK County, IL [state].

  
\_\_\_\_\_

Commission expires: 3/7/12



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND  
DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?  
 Yes  No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Motorola, Inc.

Date: April 29, 2010

(Print or type name of Disclosing Party)

By: *[Signature]*

(Sign here)

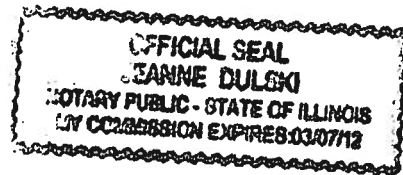
(Print or type name of person signing) John P. Molloy

(Print or type title of person signing) MSSI Vice President

Signed and sworn to before me on (date) 4/29/10 by at COOK County,  
IL (State).

*Jeanne Dulski* Notary Public.

Commission expires: 3-7-12



Specification No.: 53600  
Contract No.: 15383

### ACKNOWLEDGMENT

Contractor, Motorola, Inc. acknowledges that the following provision is incorporated into the Contract as if fully set forth in the body of the Contract.

#### Office of Compliance

Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code pertaining to the Office of Compliance.

I Have Authority to Execute this Acknowledgment on Behalf of Contractor and Do So:

Contractor: Motorola, Inc.

By: [Signature]  
Signature of Authorized Officer\*

Name: John P. Molloy

Title: MSSI Vice President

Date: April 29, 2010

\*Note: In the event that this Acknowledgment is signed by other than the President of the Contractor, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for the Contractor.

State of IL  
County of COOK

This instrument was acknowledged before me on this 30 day of APRIL ~~2009~~ 2010,  
by CHRISTINE PEROCCHENA as President (or other authorized officer) of MOTOROLA, INC. (Corporation Name).

Notary Public Signature Jeanne Dulski  
Commission Expires: 3-7-12 (Seal)



PRODUCER

Serial # 0606

AON RISK SERVICES CENTRAL, INC.  
CHICAGO IL OFFICE  
1000 NORTH MILWAUKEE AVENUE  
GLENVIEW, ILLINOIS 60025  
ATTN: INSURANCE VERIFICATION CENTER  
PH: 1-800-4-VERIFY/ FAX: 1-847-953-5341

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY
- COMPANY B LIBERTY INSURANCE CORPORATION
- COMPANY C
- COMPANY D

INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES  
1303 EAST ALGONQUIN ROAD  
SCHAUMBURG IL 60196 USA

**VERAGES:**

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS' & CONTRACTOR'S PROT	TB2-641-005169-079	7/1/2009	7/1/2010	GENERAL AGGREGATE	\$ 5,000,000
				PRODUCTS - COMP/OP AGG	\$ INCLUDED
				PERSONAL & ADV INJURY	\$ 5,000,000
				EACH OCCURRENCE	\$ 5,000,000
				FIRE DAMAGE (Any one fire)	\$ 250,000
				MED EXP (Any one person)	\$ 10,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-641-005169-019	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY:	
				EACH ACCIDENT	\$
				AGGREGATE	\$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
				AGGREGATE	\$
<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> WA7-64D-005189-089 (ALL OTHER STATES) WC7-641-005189-099 (OR & WI) THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL		7/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE - POLICY LIMIT	\$ 1,000,000
				EL DISEASE - EA EMPLOYEE	\$ 1,000,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 CONTRACT NO. 07-13401/CR. THE CITY OF CHICAGO IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND MOBILE LIABILITY POLICIES ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION IS PROVIDED TO THE CITY OF CHICAGO, ITS EMPLOYEES, ELECTED OFFICIALS, AGENTS OR REPRESENTATIVES WITH RESPECT TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION POLICIES.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES CITY HALL 121 NORTH LASALLE ST., ROOM 403 CHICAGO IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE
	Aon Risk Services Central, Inc.

ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 12/18/2009

PRODUCER

AON RISK SERVICES CENTRAL, INC. CHICAGO IL OFFICE 1000 NORTH MILWAUKEE AVENUE GLENVIEW, ILLINOIS 60025 ATTN: INSURANCE VERIFICATION CENTER 1-800-4-VERIFY / FAX 1-847-953-6341 D/B/A AON RISK INSURANCE SERVICES OF ILLINOIS, CA LICENSE NO.

Serial #0026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A NATIONAL UNION FIRE INSURANCE COMPANY
COMPANY B
COMPANY C
COMPANY D

INSURED

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

COVERAGES

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

Table with columns: CO LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, COVERED PROPERTY, LIMITS. Includes rows for Property, Inland Marine, Boiler & Machinery, and Other coverages.

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

RE: PARTS AND EQUIPMENT IN MOTOROLA'S CARE, CUSTODY AND CONTROL RELATING TO THE CITY OF CHICAGO/ MOTOROLA AGREEMENT.

SPECIAL CONDITIONS/OTHER COVERAGES

CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES 121 N. LASALLE STREET, #403 CHICAGO, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

CERTIFICATE OF ASSISTANT SECRETARY  
MOTOROLA, INC.

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

1. At a meeting of the Board of Directors of the Company held on May 5, 2009, at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 5, 2009, have not been amended, and are in full force and effect on the date hereof:

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

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

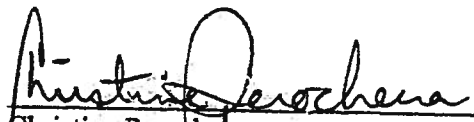
(2) amounts in excess of \$25 million.

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

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

<u>Name</u>	<u>Title</u>
Kelly Kirwan	Corporate Vice President

IN WITNESS WHEREOF, I have executed this Certificate and affixed the seal of the Company as of this 30<sup>th</sup> day of April, 2010.

  
Christine Ferochena  
Assistant Secretary



## DELEGATION OF AUTHORITY

I, Kelly Kirwan, Corporate Vice President North America Government and Commercial Markets of Motorola, Inc. ("Company") in the Worldwide Field Operations ("Division") do hereby delegate my authority to enter into and execute in the name of and on behalf of the Company, customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, object code software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements (pursuant to Group, Sector and Company policy) and subcontractor documents which are related to the Division (collectively referred to as "Contract Documents"), to the below named individuals with the following dollar or other limitations as specified

### All Contract Documents:

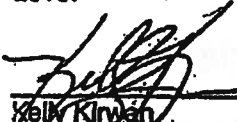
Jack Molloy

\$10,000,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on May 31, 2010.

This Delegation can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company.

IN WITNESS WHEREOF, I have executed this delegation of authority as of this 16<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
Kelly Kirwan  
Corporate Vice President  
North America Government and Commercial Markets  
Worldwide Field Operations  
Motorola, Inc.

STANDARD OPERATING PROCEDURE  
SOP E-75 APPENDIX 1

MOTOROLA, INC. BOARD OF DIRECTORS

RESOLUTIONS AUTHORIZING SIGNING AUTHORITY  
AND DELEGATION OF AUTHORITY

EFFECTIVE MAY 5, 2009

---

RESOLVED, that the following resolutions shall be effective as of May 5, 2009.

**CO-CHIEF EXECUTIVE OFFICERS**

RESOLVED, that the Co-Chief Executive Officers, acting jointly, are authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees and surety agreements, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, and vote or otherwise deal with securities, directly or indirectly owned by the Company (and he is appointed an agent, attorney-in-fact and proxy of the Company in order to do so), all of which are collectively referred to as "Documents".

RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution of Documents related to the following: (i) the Mobile Devices business ("MD Business"); (ii) the Home and Networks Mobility and the Enterprise Mobility Solutions businesses (collectively the "Broadband Mobility Solutions businesses" or "BMS Businesses"); (iii) acquisitions, divestures, joint ventures or equity investments, (iv) supply chain procurement arrangements, (v) outsourcing arrangements, (vi) customer financing extending more than 364 days, (vii) capital expenditures, (viii) lease commitments, (ix) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (x) financial guarantees, financial surety agreements and financial guarantee undertakings, (xi) opening bank accounts, and (xii) establishing borrowing relationships on behalf of the Company, and no authority is extended under this resolution for such Documents.

The officers named above are authorized to delegate each of their authority in writing to others.

**EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER**

RESOLVED, that the Executive Vice President and Chief Financial Officer is authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees and surety agreements, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, and vote securities owned directly or indirectly by the Company and vote or otherwise deal with securities of subsidiaries of the Company (and he or she is appointed the agent, attorney-in-fact and proxy of the Company in order to do so), all of which are collectively referred to as "Documents"; provided that this authority does not extend to the following:

(1) documents related to: (i) acquisitions, divestures, or joint ventures, (ii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (iii) sales of Motorola products or services in excess of \$250 million; and (iv) commercial arrangements unrelated to the sale of products or services in excess of \$200 million; and

(2) documents related to: (i) equity investments, (ii) supply chain procurement arrangements, (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) opening bank accounts, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, and (ix) establishing borrowing relationships on behalf of the Company. Authority for such Documents is found in specific Board resolutions.

The officer named above is authorized to delegate this authority in writing to others.

### **EXECUTIVE VICE PRESIDENTS**

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

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) customer financing extending more than 364 days, (iii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (iv) financial guarantees, financial surety agreements and financial guarantee undertakings, (v) opening bank accounts, (vi) establishing borrowing relationships on behalf of the Company, (vii) voting or otherwise dealing with securities owned by the Company, (viii) sales of Motorola products or services in excess of \$150 million, and (ix) commercial arrangements unrelated to the sale of products or services in excess of \$100 million; and

(2) documents related to: (i) outsourcing arrangements, (ii) supply chain procurement arrangements, (iii) capital expenditures, and (iv) lease commitments. Authority for such Documents is found in specific Board resolutions.

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

### **SENIOR VICE PRESIDENTS**

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice

President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

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

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

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

#### **CORPORATE VICE PRESIDENTS**

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

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

(2) amounts in excess of \$25 million.

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

#### **APPOINTED VICE PRESIDENTS**

RESOLVED, that all Appointed Vice Presidents be, and each one of them is, authorized to enter into and execute in the name of and on behalf of the Company all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance

guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents" provided that this authority does not extend to:

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

(2) amounts in excess of \$10 million.

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

### **MD BUSINESS DOCUMENTS**

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of binding Documents related to the MD Business; and

WHEREAS, the Chief Executive Officer of the MD Business has individual signing authority for Documents to be entered into in the ordinary course of the MD Business.

RESOLVED, that the Chief Executive Officer of the MD Business, acting individually, is authorized to enter into and execute in the name of and on behalf of the Company all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of the MD Business, all of which are collectively referred to as "Documents"; provided that this authority does not extend to Documents related to: (i) acquisitions, divestures, or joint ventures, (ii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (iii) equity investments, (iv) supply chain procurement arrangements, (v) outsourcing arrangements, (vi) customer financing extending more than 364 days, (vii) capital expenditures, (viii) lease commitments, (ix) opening bank accounts, (x) financial guarantees, financial surety agreements and financial guarantee undertakings, and (xi) establishing borrowing relationships on behalf of the Company. Authority for such Documents is found in specific Board resolutions.

## **BMS BUSINESSES DOCUMENTS**

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of binding Documents related to the BMS Businesses; and

WHEREAS, the Chief Executive Officer of the BMS Businesses has individual signing authority for Documents to be entered into in the ordinary course of the BMS Businesses.

RESOLVED, that the Chief Executive Officer of the BMS Businesses, acting individually, is authorized to individually enter into and execute in the name of and on behalf of the Company all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of the BMS Businesses, all of which are collectively referred to as "Documents" provided that this authority does not extend to: documents related to: (i) acquisitions, divestures, or joint ventures, (ii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (iii) equity investments, (iv) supply chain procurement arrangements, (v) outsourcing arrangements, (vi) customer financing extending more than 364 days, (vii) capital expenditures, (viii) lease commitments, (ix) opening bank accounts, (x) financial guarantees, financial surety agreements and financial guarantee undertakings, and (xi) establishing borrowing relationships on behalf of the Company. Authority for such Documents is found in specific Board resolutions.

## **ACQUISITIONS, DIVESTITURES, JOINT VENTURES AND EQUITY INVESTMENTS AND APPROVAL AUTHORITY OF THE FINANCE COMMITTEE**

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of binding documents in connection with acquisitions, divestitures, joint ventures and equity investments;

WHEREAS, an acquisition shall mean the purchase of a business either through an asset purchase, stock purchase, merger or otherwise, for cash, stock, debt or other consideration or any combination of the foregoing, but shall exclude the purchase of fixed assets or intellectual property rights unrelated to a business;

WHEREAS, a divestiture shall mean the sale of a business or joint venture interest either through an asset sale, stock sale, merger or otherwise, for cash, stock, debt or other consideration or any combination of the foregoing, but shall exclude the sale of fixed assets or intellectual property rights unrelated to a business and shall also exclude the sale of an equity investment;

WHEREAS, a joint venture shall mean an equity joint venture pursuant to which Motorola (together with a limited number of other strategic and/or financial investors) contributes fixed assets, cash, intellectual property and/or other assets in exchange for an equity interest in the joint venture entity in which Motorola will either own: (i) 50% or more of such joint venture entity or (ii) Motorola's involvement in the joint venture entity is more than a

passive investment (i.e. Motorola has agreed to or could be obligated to (a) make additional investments (either debt or equity), (b) guarantee obligations of the joint venture entity, (c) provide other resources to the entity, including, without limitation, employees or management talent, or (d) will be promoted as an active participant in such joint venture entity); and

WHEREAS, an equity investment shall mean the purchase, sale or exercise of equity rights such as stock, warrants, subscription rights, convertible debt or other similar securities for cash or other consideration (including services) and shall include follow-on investments; provided Motorola's total ownership (on an issued and outstanding basis) remains below 50% of the target following such equity investment, but shall exclude the purchase or sale of a joint venture interest.

RESOLVED, that (1) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related solely to the BMS Businesses in connection with acquisitions, divestitures and joint ventures in an amount not to exceed \$25 million that do not involve the issuance of the Company's common stock, and to delegate that authority in writing to others, and (2) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related solely to the MD Business in connection with acquisitions, divestitures and joint ventures in an amount not to exceed \$25 million that do not involve the issuance of the Company's common stock, and to delegate that authority in writing to others, and (3) the Co-Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications (a) in connection with all other acquisitions, divestitures and joint ventures in an amount not to exceed \$250 million that do not involve the issuance of the Company's common stock, and (b) in connection with equity investments in an amount not to exceed \$100 million (such amounts being calculated to include any earn out or other contingent payments), and in each case to delegate that authority in writing to others

RESOLVED that the Chief Financial Officer be, and hereby is, authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications in connection with equity investments in an amount not to exceed \$15 million (such amounts being calculated to include any earn out or other contingent payments), and in each case to delegate that authority in writing to others.

RESOLVED, that (1) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related solely to the BMS Businesses in connection with the sale of equity investments in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and

to delegate that authority in writing to others, (2) that the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related solely to the MD Businesses in connection with the sale of equity investments in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and to delegate that authority in writing to others, (3) that the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications in connection with the sale of all other equity investments (including equity investments made through Motorola Ventures) in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and in each case to delegate that authority in writing to others, and (4) the Chief Financial Officer, acting individually, is authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications in connection with the sale of equity investments (including equity investments made through Motorola Ventures) in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and in each case to delegate that authority in writing to others,

RESOLVED, that the Finance Committee of the Board of Directors is authorized to approve, on behalf of the Board, (i) all acquisitions, divestitures and joint ventures in an amount not to exceed \$400 million that do not involve the issuance of the Company's common stock, (ii) all equity investments in an amount not to exceed \$100 million, and (iii) the sale of equity investments in entities that the Company directly or indirectly owns less than 20% of such entity (on an issued and outstanding basis), and in each case to delegate this authority in writing to others.

#### **SUPPLY CHAIN PROCUREMENT ARRANGEMENTS**

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with supply chain procurement arrangements ("Procurement Arrangements");

WHEREAS, Procurement Arrangements shall mean an arrangement relating to the purchase or lease of goods, products, software and/or services from a supplier in the ordinary course of business by the Global Procurement Organization (defined below);

WHEREAS, "Global Procurement Organization" shall mean the Procurement Organization within the Integrated Supply Chain.

WHEREAS, the dollar limitations discussed below shall apply to aggregate expenditures over the term of any arrangement.



RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements related to the MD Business, and to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements related to the BMS Businesses, and to delegate that authority in writing to others; and (3) the Co-Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with all other Procurement Arrangements (including those Procurement Arrangements that relate to both the BMS Businesses and the MD Business) and to delegate that authority in writing to others.

RESOLVED, the Chief Financial Officer is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements in an amount not to exceed the authority included in the general signing authority resolutions adopted by the Board, and to delegate that authority in writing to others.

RESOLVED, that the Senior Business Officer, Integrated Supply Chain, is authorized to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements in an amount not to exceed \$150 million, including: (i) Procurement Arrangements with up to \$50 million of "unusual risk" as that term is defined by SOP E-75, and (ii) in the case of lease commitments, in an amount not to exceed \$15 million, and to delegate that authority in writing to others.

RESOLVED, that all Executive Vice Presidents, Senior Vice Presidents, Corporate Vice Presidents and Appointed Vice Presidents in the Procurement Organization are authorized to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Procurement Arrangements in an amount not to exceed the authority included in the general signing authority resolutions adopted by the Board, and to delegate that authority in writing to others.

#### **OUTSOURCING ARRANGEMENTS AND APPROVAL AUTHORITY OF THE FINANCE COMMITTEE**

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with outsourcing arrangements "Outsourcing Arrangements";

WHEREAS, Outsourcing Arrangements shall mean an arrangement in which Motorola turns over responsibility, in whole or substantial part, of a core business function previously performed internally to an outside service provider. Core business processes include the following and equivalent functions: product manufacturing, design, distribution, or repair;

information technology; human resource functions such as benefits or payroll; and finance and accounting functions; and

WHEREAS, Outsourcing Arrangements shall not include procurement arrangements relating to the purchase of goods, products, software and services from a supplier in the ordinary course of business, including Supply Chain Procurement Arrangements and indirect procurement arrangements.

WHEREAS, the dollar limitations discussed below shall apply to expenditures over the term of the arrangement.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Outsourcing Arrangements related to the MD Business in an amount not to exceed (a) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contain a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$100 million, or (b) for all other Outsourcing Arrangements, \$200 million, and to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Outsourcing Arrangements related to the BMS Businesses in an amount not to exceed: (a) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contain a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$100 million, or (b) for all other Outsourcing Arrangements, \$200 million, and to delegate that authority in writing to others; and (3) the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with all other Outsourcing Arrangements in an amount not to exceed: (a) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contain a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$100 million, or (b) for all other Outsourcing Arrangements, \$200 million, and to delegate each of their authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Outsourcing Arrangements in an amount not to exceed: (1) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contains a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$50 million, or (2) all other Outsourcing Arrangements, \$100 million, and to delegate that authority in writing to others.

RESOLVED, that all Executive Vice Presidents be, and each of them is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Outsourcing

Arrangements in an amount not to exceed: (1) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contains a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$15 million, or (2) all other Outsourcing Arrangements, \$30 million, and to delegate that authority in writing to others.

RESOLVED, that the Finance Committee of the Board is authorized to approve, on behalf of the Board, all Outsourcing Arrangements in an amount not to exceed: (1) in the case of Outsourcing Arrangements that are not in the ordinary course of business, or contains a take-or-pay provision, or as a result of entering into Outsourcing Arrangements that involve the sale or write-down of assets, \$250 million, or (2) all other Outsourcing Arrangements, \$500 million, and to delegate this authority in writing to others.

### LONG-TERM CUSTOMER FINANCING

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with long-term customer financing, including guarantying a customer's financial obligations;

WHEREAS, long-term customer financing shall include the extension of credit of more than 364 days, including loans or extending payment terms more than 364 days, and all customer guarantees, in each case made by the Company or any of its subsidiaries to or on behalf of customers;

WHEREAS, the dollar limitations discussed below shall include the aggregate of committed financing to a customer; and

WHEREAS, a customer shall include all affiliates of the customer such as its parent shareholder and other entities directly or indirectly related to the customer.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related to long-term customer financing ("Long-Term Customer Financing Documents") related to the MD Business in an amount not to exceed \$100 million, and to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all Long-Term Customer Financing Documents related to the BMS Businesses in an amount not to exceed \$250 million, and to delegate that authority in writing to others; and (3) the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company, to execute, consummate and deliver all other Long-Term Customer Financing Documents and to delegate each of their authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of Company to execute, consummate and deliver all agreements, contracts, proposals,

deeds, assignments, powers of attorney, undertakings, instruments, documents and certifications related to long-term customer financing in an amount not to exceed \$75 million, and to delegate that authority in writing to others.

### **CAPITAL EXPENDITURES AND APPROVAL AUTHORITY OF THE FINANCE COMMITTEE**

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with capital expenditures;

WHEREAS, capital expenditures shall mean expenditures for tangible assets that, for accounting purposes, are capitalized and depreciated over their useful life; and

WHEREAS, Planned Capital Expenditures shall mean capital expenditures that were approved by the Board each year in the Annual Capital Plan and New Capital Expenditures shall mean capital expenditures that were not included in the approved Annual Capital Plan.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver: (a) all agreements, contracts, proposals, documents and certifications ("Capital Contracts") in connection with all Planned Capital Expenditures, and (b) all Capital Contracts in connection with New Capital Expenditures related to the MD Business in an amount not to exceed \$100 million, and, in each case, to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver: (a) all Capital Contracts in connection with all Planned Capital Expenditures, and (b) all Capital Contracts in connection with New Capital Expenditures related to the BMS Businesses in an amount not to exceed \$100 million, and, in each case, to delegate that authority in writing to others; and (3) the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company to execute, consummate and deliver all other Capital Contracts in connection with New Capital Expenditures in an amount not to exceed \$100 million, and, in each case, to delegate each of their authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Planned Capital Expenditures in an amount not to exceed \$100 million, and in connection with New Capital Expenditures in an amount not to exceed \$50 million, and to delegate that authority in writing to others.

RESOLVED, that all Executive Vice Presidents be, and each of them is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, documents and certifications in connection with Planned Capital Expenditures in an amount not to exceed \$20 million, and in connection with New Capital Expenditures in an amount not to exceed \$10 million, and to delegate that authority in writing to others.

RESOLVED, that the Finance Committee of the Board of Directors is authorized to approve, on behalf of the Board, all New Capital Expenditures, and to delegate this authority in writing.

### LEASE COMMITMENTS AND APPROVAL AUTHORITY OF THE FINANCE COMMITTEE

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of documents in connection with lease commitments, including guarantees by the Company of a lease commitment, but excluding office equipment leases of less than \$100,000, utility easements for necessary services and antenna site leases if Motorola is the landlord ("Excluded Items"); and

WHEREAS, the dollar limitations discussed below shall include all payments over the term of the lease.

RESOLVED, that (1) the Chief Executive Officer of the MD Business, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents, guarantees, and certifications, related to lease commitments ("Lease Documents") related to the MD Business in an amount not to exceed \$100 million, and to delegate that authority in writing to others; (2) the Chief Executive Officer of the BMS Businesses, acting individually, is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all Lease Documents related to the BMS Businesses in an amount not to exceed \$100 million, and to delegate that authority in writing to others; and (3) the Co-Chief Executive Officers, acting jointly, are authorized and empowered for and on behalf of the Company to execute, consummate and deliver all other Lease Documents Business in an amount not to exceed \$100 million, and to delegate each of their authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents, guarantees, and certifications, related to lease commitments in an amount not to exceed \$50 million, and to delegate that authority in writing to others.

RESOLVED, that all Executive Vice Presidents be, and each of them is authorized and empowered for and on behalf of the Company to execute, consummate and deliver all agreements, contracts, proposals, deeds, assignments, powers of attorney, undertakings, instruments, documents, guarantees, and certifications, related to lease commitments in an amount not to exceed \$15 million, and to delegate that authority in writing to others.

RESOLVED, that the Chief Financial Officer is authorized and empowered for and on behalf of the Company to establish signing authority guidelines for the Excluded Items.

RESOLVED, that the Finance Committee of the Board of Directors is authorized to approve, on behalf of the Board, all lease commitments and to delegate this authority in writing.

### COMPENSATORY ARRANGEMENTS AND AGREEMENTS

WHEREAS, the Board of Directors of Motorola, Inc., upon recommendation of the Compensation and Leadership Committee has established policies with respect to the execution of employment offers, separation agreements, special compensation arrangements and consulting agreements, with any Appointed Vice President or above;

WHEREAS, an employment offer shall mean any compensatory offer, arrangement, agreement or document with respect to the hiring of a new employee; and

WHEREAS, a separation agreement shall mean any compensatory arrangement, agreement or document with respect to an employee which results or will result from the resignation, retirement or any other termination of the employee's employment, voluntary or involuntary, from the Company; and

WHEREAS, a special compensation arrangement shall mean any compensatory arrangement, agreement or document with respect to a compensatory arrangement, including retention arrangements, that includes terms or amounts not regularly granted to employees in an equivalent position; and

WHEREAS, a consulting agreement shall mean any direct or indirect compensatory arrangement, agreement or document with respect to a former employee (or prospective former employee) to provide services to Motorola;

RESOLVED, that (1) the Chief Executive Officer of the MD Business and the Senior Vice President, Human Resources, are each authorized, acting individually, to execute, consummate and deliver all employment offers, separation agreements, special compensation arrangements, and consulting agreements ("Employment Agreements") between the Company and any current or former Appointed Vice President or above of the MD Business; (2) the Chief Executive Officer of the BMS Businesses and the Senior Vice President, Human Resources, are each authorized to execute, consummate and deliver all Employment Agreements between the Company and any current or former Appointed Vice President or above of the BMS Businesses; and (3) the Co-Chief Executive Officers, acting jointly, and the Senior Vice President, Human Resources, are authorized to execute, consummate and deliver all other Employment Agreements: provided, however, that the Compensation and Leadership Committee has approved any employment offers, separation agreements, special compensation arrangements or consulting agreements, if such person is subject to the reporting provisions of Section 16 of the Securities Exchange Act of 1934, or an officer who is a member of the Senior Leadership Team or a direct report of the Co-Chief Executive Officers; and that the officers named above be authorized to delegate each of their authority in writing to others.

## LITIGATION AND LEGAL CLAIMS

WHEREAS, the Board of Directors of Motorola, Inc. has elected to establish policies with respect to the execution of agreements resolving litigation or legal claims.

RESOLVED, that the General Counsel is authorized and empowered to sign and execute all agreements resolving litigation or legal claims in an amount not to exceed \$100 million. The Co-Chief Executive Officers, acting jointly, are authorized, and empowered to sign and execute all agreements resolving litigation or legal claims in accordance with the General Signing Authority, except that the Audit and Legal Committee shall be notified in advance of the proposed disposition of litigation or legal claims in excess of \$250 million.

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

## UNUSUAL CONTRACTUAL RISK

WHEREAS, the Board of Directors of Motorola, Inc. has directed the Chief Financial Officer and the General Counsel to maintain internal policies with respect to the execution of documents which contain unusual risk to Motorola; and

WHEREAS, generally, unusual risk to the Company shall mean (i) a general commercial arrangement with uncapped potential Company liability for direct or indirect damages, (ii) procurement arrangements with an unusually low cap on potential supplier liability for direct or indirect damages, or (iii) an arrangement that potentially commits Motorola to conducting business in a different manner from what the corporation ordinarily accepts in the market with that type of customer or supplier.

RESOLVED, that the Chief Financial Officer and the General Counsel continue to maintain a policy with respect to the execution of documents which contain unusual risk to Motorola and report to the Finance Committee as appropriate on such a policy

## DELEGATION OF AUTHORITY

WHEREAS, certain officers of the Company have been granted the power to delegate their signing authority; and

WHEREAS, the Board has adopted the following policy regarding such delegations of authority.

RESOLVED, that a delegation of authority should be for as short a period as practicable but in no event more than one year (other than in the case of judicial or administrative proceedings in which it is determined that a longer delegation is appropriate); a delegation of authority must be in writing and specific in scope, dollar amount and subject matter; a delegation of authority not in compliance with policy or in amounts over \$5 million must be reviewed by the Law Department; a delegation of authority to non-Motorola employees must be reviewed by the Law Department; a delegation of authority must be filed with the Motorola Chief Accounting



Officer's Office or the business Controller's office; and there is no delegation of authority for Capital Structure financings, which include any debt or equity financing.

### BANKING RESOLUTION

WHEREAS, from time to time, it becomes necessary for Motorola, Inc. (the "Company") to open accounts with various banking and financial institutions, and in order to facilitate such action be it:

RESOLVED, that each of the Co-Chief Executive Officers, the Chief Financial Officer and the Treasurer (the "Banking Officers") and the Director of Treasury Operations and each Assistant Treasurer (the "Administrative Banking Officers") be, and each of them is, authorized to open and close accounts with any banking institution or similar depository of funds deemed appropriate by any one of them.

RESOLVED, further, that the Banking Officers be empowered, individually, to sign checks, drafts or other orders for the payment of money (any such checks, drafts or orders being hereinafter referred to as an "Item" or "Items") drawn in the name of the Company upon any and all accounts of the Company, including any Item drawn to the individual order of the person whose signature appears thereon, a specimen of which is on file with the institution on which the Item is drawn.

RESOLVED, further, that the Banking Officers be empowered, individually, to authorize various employees of the Company to sign Items drawn in the name of the Company upon any or all accounts of the Company, including any Item drawn to the individual order of the person whose signature appears thereon, a specimen of which is on file with the institution on which the Item is drawn.

RESOLVED, further, that the Banking Officers and the Administrative Banking Officers be empowered, individually, to designate in writing at any time and from time to time officers (including themselves), agents and employees of the Company each of whom, on behalf of the Company, is authorized to issue written, telephonic, electronic or oral instructions with respect to the transfer of funds of the Company on deposit with any such institution (or otherwise transferable by the institution) by wire, automated clearinghouse or other electronic means of transfer, without any written order for the payment of money being issued with respect to such transfer.

RESOLVED, further, that the Banking Officers and the Administrative Banking Officers are hereby authorized on behalf of the Company to enter into such agreements or any documents with any banking or financial institution with respect to any services (including, without limitation, electronic services) as such officers in their sole discretion deem advisable or in the interest of the Company.

RESOLVED, further, that each such institution be and it is hereby requested, authorized and directed to honor Items drawn in the name of the Company and signed, manually or by facsimile signature (a specimen of each of which shall be filed with each such institution), by



any of the Banking Officers, the Administrative Banking Officers, or any other officer or employee of the Company from time to time designated in writing to the institution by any one of the above-named officers and until such designation is withdrawn, and each such institution shall be entitled to honor and to charge the Company for all such Items, regardless of by whom or by what means the actual or purported facsimile signature or signatures thereon may have been affixed thereto; provided, however, that with respect to any Item signed by facsimile signature, such Item shall be honored and charged to the Company only if the facsimile signature resembles the specimen thereof filed with such institution and provided that the institution has exercised ordinary care in the payment of such Item.

RESOLVED, further, that each such institution be and it is hereby requested, authorized and directed to honor any written, oral, telephonic, or electronic instruction for the transfer of funds of the Company by wire or other electronic means initiated by a person or persons designated in writing by any of the Banking Officers, the Administrative Banking Officers, or made by the institution in accordance with the procedure provided by any agreement for wire or other electronic means of transfer of funds entered into on behalf of the Company by the officers listed above.

RESOLVED, further, that these resolutions and any designation or authorization contemplated by these resolutions which has been delivered to any institution, shall be in full force and effect and binding upon the Company until rescinded and written notice of such rescission has been delivered to such banking institution.

### **BORROWING RESOLUTION**

WHEREAS, from time to time, it becomes necessary for Motorola, Inc. to establish borrowing and other relationships with various banking and other institutions, and in order to facilitate such actions:

RESOLVED, that any of the following: the Co-Chief Executive Officers, the Chief Financial Officer and the Treasurer, or any other person designated in writing by any one of the foregoing persons, shall be authorized upon such terms and conditions as to him shall seem proper:

1. To borrow money and incur liabilities for, on behalf and in the name of the Company, to sell or discount its bills, receivables and other instruments and rights, to enter into, make, sign and deliver repurchase, revolving credit, guarantees, surety agreements, term loan, interest rate, currency, and other similar agreements, which agreements may contain covenants restricting the Company's ability to take certain actions or requiring it to take certain actions, to sign, execute and deliver acceptances and promissory notes and other obligations of the Company, for such amounts, for such time, at such rate of interest or discount, and containing such terms and provisions and such collateral powers as to him or her shall seem proper; provided, however no authority is extended under this resolution for (i) amounts in excess of \$500 million unless Co-CEOs acting jointly have approved the actions, (ii) long-term customer financing, which is found in specific resolutions, and (iii) in the case of financial

guarantees and financial surety agreements, the company must have a direct or indirect interest in the company or entity for which the financial obligation is being made.

2. To buy and sell foreign exchange, whether for current or future delivery, or options on foreign exchange, to purchase, sell, exchange and otherwise deal in stock and other securities, to procure letters of credit, travelers' checks, and similar instruments, in each case, for, on behalf, and in the name of the Company, to incur liabilities in connection therewith and in connection with the purchase, sale or negotiation of any bills of exchange, letters of credit, and travelers' checks, acceptances, drafts, bills of lading, and similar instruments, and to sign receipts and trust receipts therefore, and to sign, execute, and deliver orders, applications, and agreements in connection therewith, which orders, applications, and agreements may contain such provisions as to him or her shall seem proper; provided, however, no authority is extended under this resolution to purchase or sell stock or make equity investments, which is found in specific resolutions.

#### **INTERNATIONAL BANKING RESOLUTION**

**RESOLVED**, that each of the Co-Chief Executive Officers, the Chief Financial Officer and the Treasurer (the "Banking Officers") and the Director of Treasury Operations and each Assistant Treasurer (the "Administrative Banking Officers") be, and each of them is, authorized: (i) to open and close bank accounts or other similar depositories of funds in the name of the Company or any subsidiary owned, directly or indirectly, by the Company in any country in the world outside of the United States, (ii) to designate the signatories and other operating rules for such accounts and to notify the bank or other depository of such signatories and operating rules, and (iii) to sign any necessary agreements or other documents with said banks or other depositories to implement this resolution; and

**RESOLVED**, that the Banking Officers, be, and each of them is, authorized to have full single signature authority himself on such accounts (except for checks, drafts or other orders of payment of money drawn to his individual order).

#### **RESOLUTION AUTHORIZING SPECIFIED OFFICERS OF THE COMPANY TO SIGN CUSTOMS POWERS OF ATTORNEY**

**RESOLVED**, that the Chief Financial Officer, the Treasurer, the Corporate Controller, the Chief Ethics and Compliance Officer, and the Director of Global Trade Compliance be, and each of them hereby is, authorized and delegated to sign powers of attorney on behalf of the Company, appointing agents and attorneys to represent the Company in any and all dealings before or with any customs agency of any country worldwide. The officers named above are hereby authorized to delegate this authority in writing to others.

\* \* \* \* \*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
6/9/2010

**PRODUCER**

Serial #: 0606

ACORD RISK SERVICES CENTRAL, INC.  
CHICAGO IL OFFICE  
1000 NORTH MILWAUKEE AVENUE  
GLENVIEW, ILLINOIS 60025  
ATTN: INSURANCE VERIFICATION CENTER  
PH: 1-800-4-VERIFY/ FAX: 1-847-953-5341

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**COMPANIES AFFORDING COVERAGE**

COMPANY A	LIBERTY MUTUAL Fire INSURANCE COMPANY
COMPANY B	LIBERTY INSURANCE CORPORATION
COMPANY C	
COMPANY D	

**INSURED**

MOTOROLA INC. AND ITS SUBSIDIARIES  
1303 EAST ALGONQUIN ROAD  
SCHAUMBURG IL 60196 USA

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
a	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	TB2-641-005169-070	7/1/2010	7/1/2011	GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGG	\$ included
					PERSONAL & ADV INJURY	\$ 5,000,000
					EACH OCCURRENCE	\$ 5,000,000
					FIRE DAMAGE (Any one fire)	\$ 250,000
					MED EXP (Any one person)	\$ 10,000
a	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	as2-641-005169-010	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
B	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> WA7-64d-005169-080 (ALL OTHER STATEs) WC7-641-005169-090 (OR & WI) THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL		7/1/2010	7/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

RE: Contract No. 07-13401/CR. The City of Chicago is listed as an additional insured with respect to the general liability and automobile liability policies on a primary, non-contributory basis. Waiver of Subrogation is provided to the City of Chicago, its employees, elected officials, agents or representatives with respect to the general liability, automobile liability and workers' compensation policies.

**CERTIFICATE HOLDER**

CITY OF CHICAGO  
DEPARTMENT OF PROCUREMENT SERVICES  
CITY HALL  
121 NORTH LASALLE ST., ROOM 403  
CHICAGO IL 60602 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**COPY**

March 17, 2010

*Joe Smyke-10*

Brian Brackemyer  
Acting Executive Director  
City of Chicago  
Office of Emergency Management  
And Communication  
1411 West Madison  
Chicago, Illinois 60607

Dear Grantee:

Enclosed with this letter is your fully executed grant agreement. Please retain the enclosed copy for your files.

You may now begin to purchase the items listed in Attachment A. Please forward your invoices to Illinois Terrorism Task Force, 2200 South Dirksen Parkway, Springfield, Illinois 62703-4528, Attention: Cyndi Avart

If you have any questions or need additional information, please feel free to contact me at 217-557-4757.

Sincerely,



Tom Zimmerman  
Illinois Terrorism Task Force

Attachment

---

**NOTICE OF GRANT AGREEMENT**

**PART I - Notice of Grant Award to City of Chicago, Office of Emergency Management and Communications**

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and **City of Chicago, Office of Emergency Management and Communications (Grantee), 1411 West Madison, Chicago, Illinois 60607.**

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2009 Homeland Security Grant Program, **Urban Area Security Initiative (UASI), CFDA #97.067.**

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$35,525,721.00** for the period from **August 1, 2009, to December 31, 2011.** The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement and applicable grant guidance. This period of award may be amended by the Grantee if there is a delay in the release of these funds from the Federal Government or reasonable delays in the completion of the activities outlined in Part III – Scope of Work.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitute the entire agreement between the parties.

**PART II - Term**

The term of this Grant Agreement shall be from **August 1, 2009, to December 31, 2011.**

**PART III - Scope of Work**

The FY 2009 UASI program is intended to enhance regional preparedness efforts and enhance homeland security capacity. All program deliverables and capacity enhancements are tied directly to the Investment Justification submitted by the Grantee and approved by the the Federal Emergency Management Agency, Grant Programs Division (GPD). (Grantee) **must** use these funds to employ regional approaches to overall



preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, response, and recovery activities within the region. Specific requirements of Grantee, as a recipient of UASI funds, are included in Attachment C.

The Budget Detail Worksheet, provided in Attachment A, outlines the costs required by the Grantee to complete the Scope of Work (Part III) for this project and expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet with each revised Budget Detail Worksheet and as outlined in Part V – Reports.

#### **PART IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$35,525,721.00**.

#### **PART V - Terms and Conditions**

All of the requirements listed in this section apply to the federally funded project. The Grantee agrees to include these requirements in each fully negotiated contract and subcontract financed in whole or in part with Federal assistance entered into subsequent to final execution of this grant agreement.

**STANDARD ASSURANCES:** The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project.

**FISCAL FUNDING:** The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

**EQUIPMENT:** Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards and policies of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*

**PERSONNEL:** The Grantee may spend up to 50 percent of the total program funds for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). Activities that are considered “personnel” and “personnel-related”, and therefore count against the personnel cap of 50 percent include, but not limited to, operational overtime, overtime/backfill to participate in approved training or exercise deliveries, salaries and personnel costs for planners and intelligence analysts, overtime to participate in intelligence sharing activities, salaries and personnel costs for management and administration activities, and contractor costs associated with performing the above activities.

**METHOD OF COMPENSATION:** The Grantee will submit to the Grantor a vendor invoice or computer generated report with description of costs, including statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to Grantor policies and procedures, in order to receive compensation through this agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **December 31, 2011**. The Grantee must submit a final Budget Detail Worksheet and Discipline Allocation Worksheet to the Grantor within 45 days after the expiration of this agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

**ACCOUNTING REQUIREMENTS:** The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this agreement.

The grantee shall comply with the most recent version of the Administrative Requirements and Cost Principles, as applicable. A non-exclusive list of regulations commonly applicable to the DHS FEMA GPD grants are listed below:

**A. Administrative Requirements**

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Requirements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

**B. Cost Principles**

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and procedures, Contracts with Commercial Organizations

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in 6 CFR Part 9, Restrictions Upon Lobbying, 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

**REPORTS:** The Grantee shall submit to the Grantor throughout the stated performance period documentation to support the completion of the Bi-Annual Strategy Implementation Report (BSIR). The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30; and January 15 for the reporting period of July 1 through December 31). The documentation must include, (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work, and (2) Budget Detail Worksheet and Discipline Allocation Worksheet (Attachment A and B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this agreement to support the completion of other Federal and State reporting requirements.

The Grantee will submit to the Grantor, evidence the Grantee has complied with DHS FEMA GPD documentation and reporting requirements as outlined in the appropriate grant guidance and policies of the Grantor that governs the use of training and/or exercise funds. Grantees must submit via Web-Forms to the Grantor, within 30 days after attendance in training, all training not provided by DHS FEMA GPD, but supported with federal preparedness funds. Exercises conducted with federal grant funds must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and policies of the Grantor. Additionally, the Grantee must submit to the Grantor within 45 days of the exercise a final AAR/IP.

**LOBBYING:** The Grantee certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:

- (a) No federal appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress regarding the award of federal assistance, or the extension continuation, renewal, amendment, or federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
- (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions



accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

- (c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements

**AUDITS AND INSPECTIONS:** The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

**MODIFICATION AND AMENDMENT OF THE GRANT:** This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

**TERMINATION FOR CONVENIENCE:** This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

**TERMINATION FOR BREACH OR OTHER CAUSE:** The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

**RETENTION OF PROPERTY RECORDS:** Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**NON-DISCRIMINATION:** In carrying out the program, the Grantee will comply with all applicable Federal Statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age.
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing.
- The Americans with Disabilities Act of 1990, as amended and 42 U.S.C. 12101 *et seq.*
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

**SEVERABILITY CLAUSE:** If any provision under the Grant Agreement or its application to any person of circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

**DEBARMENT:** The Grantee shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. The Grantee certifies that to the best of its knowledge and belief, Grantee and Grantee's principals: a) are not presently debarred, suspended, proposed, for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offences enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in the Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding, Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction." provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction, unless Grantee knows the certification is erroneous. Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If a Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Contract for cause or default.

**WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES:** The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

**WAIVERS:** No waiver of any condition of this Agreement may be effective unless in writing from the Director of the Grantor.

**BOYCOTT:** The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**WORK PRODUCT:** The Grantee acknowledges DHS FEMA GPD, and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

The Grantee shall include in all publications created through this grant agreement shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, U.S. Department of Homeland Security or State of Illinois."*

**MAINTENANCE AND REVIEW OF EQUIPMENT:** The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws, procedures and policies.

**LIABILITY:** The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

**ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE:** The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

#### **PART VI - Assurances**

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

The Grantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, with out the express prior written approval of the Grantor.

The Grantee will comply with all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Grantor prior to or during the performance period of this agreement.

The Grantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

#### **PART VII - Certification**

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the State of Illinois throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that to the extent applicable, grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or received from the Grantor in error. The Grantor may recapture those funds in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that **36-6005820** is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Real Estate Agent              |
| <input type="checkbox"/> Sole Proprietorship           | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Tax Exempt Organization        |
| <input type="checkbox"/> Corporation                   | ( IRC 501(a) only)                                      |
| <input type="checkbox"/> Not-for-profit Corporation    | <input type="checkbox"/> Trust or Estate                |
| <input type="checkbox"/> Medical and Health Care       |   |
| <input type="checkbox"/> Services Provider Corporation |   |

### Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.


For the purpose of this certification, "Grantor" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

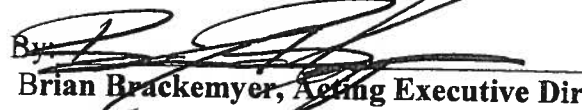
By:   
Andrew Velasquez III, Director

DATE: 3/17/10

By:   
Todd Miller, Chief Fiscal Officer

DATE: 3/1/10

Grantee: City of Chicago, Office of Emergency Management and Communications

By:   
Brian Brackemyer, Acting Executive Director

DATE: 2/22/10

By:   
Maureen Cunningham, Chief Legal Counsel

DATE: 3/10/10

09UASICHIC



**ATTACHMENT CONCERNING  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

With respect to the certification regarding present indictments, convictions or adverse civil judgments within the three-year period preceding the date of this application, the City affirms that (i) on August 6, 2008, former 20<sup>th</sup> Ward Alderman Arenda Troutman, an elected official, pleaded guilty in federal district court to having participated in a mail fraud scheme and to having committed tax fraud, (ii) on March 23, 2009, the former Commissioner of the City's Department of Streets and Sanitation, Al Sanchez was convicted in federal district court on four counts of mail fraud, and (iii) on May 28, 2009, 29<sup>th</sup> Ward Alderman Isaac Carothers, an elected official, was indicted on a number of counts, including mail fraud, accepting a bribe, and filing a false income tax return. The City would be willing to provide more information concerning this issue upon request.

With respect to the certification regarding not having terminated a public transaction for cause or default within the three-year period preceding the date of this application, such certification is made, except as noted below, but it is made only with respect to the City department represented by the undersigned (and not any other City department or agency), and it does not apply as to any subcontracts entered into by the City, acting through the City department represented by the undersigned. The City would be willing to provide more information concerning this issue upon request.

Exceptions, if any, to the City's certification: None

## Attachment C

**(Grantee) certifies compliance with the fiduciary and programmatic administration requirements of the FY 2009 UASI program, to include the following as submissions with this Grant Agreement:**

- 1. Identify Points of Contact.** (Grantee) certifies that information for the most current POCs is on file with FEMA. Grantee will provide this information to Grantor prior to drawing funds. (Grantor) will notify FEMA of the status of this requirement.
- 2. Define the Urban Area.** (Grantee) must define the Urban Area, as it will apply to the FY 2009 UASI program and provide this information to the Grantor with this grant agreement. The identified city or combined entity represents the candidate Urban Area eligible to apply for funding under the FY 2009 UASI program. For those Urban Areas with a combined entity, that area represents the minimum area that must be part of the defined Urban Area. The definition of the Urban Area is limited to jurisdictions contiguous to the geographic area used to determine eligibility, or those jurisdictions in that area which have established formal mutual aid agreements. (Grantee) will provide this information to Grantor prior to drawing funds. (Grantor) will notify FEMA of the status of this requirement.
- 3. Establish the UAWG.** Membership in the UAWG must provide either direct or indirect representation for all the jurisdictions and response disciplines (including law enforcement) that comprise the defined Urban Area. *It must also be inclusive of local MMRS and Citizen Corps Council representatives.* The UAWG may also support State efforts to develop or revise the State Preparedness Report, particularly as it relates to UASI activities. An overview of the UAWG structure and the most current list of members and their associated jurisdictions must be provided to Grantor prior to drawing funds. (Grantor) will notify FEMA of the status of this requirement.
- 4. Governance (UA Charter).** The UAWG will be responsible for coordinating the development and implementation of all program initiatives. States and Urban Areas must consider including counties within which the cities reside, contiguous jurisdictions, MSAs, operational areas, and mutual aid partners, as appropriate, in the governance process. In keeping with sound project management practices, the UAWG must ensure that its approach to critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies are formalized in a working group charter or other form of standard operating procedure related to the UASI governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. This charter must be on file with FEMA prior to drawing down FY 2009 UASI funding and must be available to all UAWG members to promote transparency in decision-making related to the UASI program. Current version of the UA Charter will be provided to the Grantor prior to drawing funds. (Grantor) will notify FEMA of the status of this requirement.
- 5. UASI Allocation of funds.** The use and allocation of all grant funds available through the FY 2009 UASI program must focus on the Investments identified in the Urban Area's Investment Justification and the implementation of the validated Urban Area Homeland Security Strategy. The use of funds must also be consistent with the State Homeland Security Strategy, the State Preparedness Report, the National Preparedness Guidelines, TCL, and UASI program guidelines. Funds used to support Citizen Corps related efforts, such as citizen preparedness, volunteer participation, and the integration of nongovernmental resources should be coordinated with Citizen Corps Councils. The UAWG, in coordination with the SAA POC, must develop a methodology for allocating funding available through the UASI program. The UAWG must reach consensus on all UASI funding allocations within the 45-day time period allotted for the State to obligate funds to subgrantees or the SAA (Grantor)

must make the allocation determination. Any UASI funds retained by the State must be used in **direct** support of the Urban Area. (Grantor) must provide documentation to the UAWG and FEMA upon request, demonstrating how any UASI funds retained by the State would directly support the Urban Area. Grantee certifies compliance with this requirement in the budget detail, submitted as Attachment A, to this Grant Agreement.

6. **Earmarks for Personnel and for Law Enforcement/Preparedness Activities.** A personnel cap of up to 50 percent of total program funds may be used for personnel and personnel-related activities for this grant award. Additionally, a minimum of 25% of UASI program funds must be dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. Grantee certifies compliance with this requirement in the budget detail, submitted as Attachment A, to this Grant Agreement.
7. **Training and Exercise Plan.** All Urban Areas are required to develop a Multi-year Training and Exercise Plan and submit it to FEMA on an annual basis. This plan must tie into the Multi-year Training and Exercise Plan developed by the State and aligns with the Urban Area Homeland Security Strategy. Further, Urban Areas are encouraged to develop a Multi-year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. (Grantee) will provide this information to Grantor prior to drawing funds.