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Specification No.: _____ / P.O. No.: _____

Vendor No.: _____

PS1836

SYSTEM INTEGRATION SERVICES AGREEMENT

BETWEEN

THE PUBLIC BUILDING COMMISSION OF CHICAGO

AND

MOTOROLA, INC.

FOR

OEMC CAMERA INFRASTRUCTURE PROGRAM

COMMISSION OF CHICAGO

**RICHARD M. DALEY
CHAIRMAN**

**ERIN L. CABONARGI
EXECUTIVE DIRECTOR**

01 PBC:	<input checked="" type="checkbox"/>	02 PMO:	<input checked="" type="checkbox"/>	Copy To:
03 GAP:				
04 PROJECT No:	042-40			
REC'D	11-2-2011			
Authority 01:				
Controls 02:				
Procure 03:	04-01-02			
Plan/Design 04:				
Construct 05:				
06:				
07:				

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SYSTEM INTEGRATION SERVICES AGREEMENT

PBC CONTRACT No. _____

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EXHIBITS

Exhibit 1	Motorola Software Licensing Agreement
Exhibit 2	Schedule of Compensation
Exhibit 3	MBE/WBE Special Conditions and Schedules
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Key Personnel
Exhibit 7	City of Chicago Travel Guidelines
Exhibit 8	Background Checks and Drug Screening
Exhibit 9	Non-Disclosure Agreement dated October 1, 2010



SYSTEM INTEGRATION SERVICES AGREEMENT

This Agreement is entered into as of the 30th day of December, 2010, by and between Motorola, Inc., a Delaware Corporation with offices at 1301 East Algonquin Road, Schaumburg, Illinois 60196 ("**Consultant**"), and the Public Building Commission of Chicago, a municipal corporation and unit of local government existing under the Constitution of the State of Illinois, ("**Commission**"), at Chicago, Illinois.

The Commission and Consultant agree as follows:

TERMS AND CONDITIONS

Article 1. DEFINITIONS

1.1 Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Commission require the approval by the Commission through a formal amendment pursuant to Section 8.3 of this Agreement before Consultant is obligated to perform those Additional Services and before the Commission becomes obligated to pay for those Additional Services.

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

"**Authorized Commission Representative**" means the individual designated by the Executive Director to be the Commission's contact person for Consultant for all matters pertaining to the performance of the Services.

"**Beneficial Use**" means when Commission, City or System User first uses the Equipment or Services for operational purposes (excluding training or testing).

"**Business Day**" means any day that the Commission is open and performing business functions.

"**Calendar Day**" means every day shown on the calendar including Saturdays, Sundays and holidays.

"**City**" means the City of Chicago, a municipal corporation and home rule unit organized and operating under the Constitution of the State of Illinois.

"**Equipment**" means the equipment that Commission or City purchases from the Consultant under this Agreement.

"**Executive Director**" means the Executive Director of the Commission or any representative duly authorized by the Board to act on his or her behalf.

"**Motorola Software**" means Software that Consultant or its affiliated company owns.

"**Non-Motorola Software**" means Software that another party owns.

"OEMC" means the City's Office of Emergency Management and Communications.

"Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy and modify.

"Parties" means Motorola, Inc. and the Public Building Commission of Chicago. The City of Chicago, its Office of Emergency Management and Communications, and other System Users, as hereinafter defined, are not parties to this Agreement.

"Services" means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Specifications" means the functionality and performance requirements that are described in this Agreement or as set forth on a case-by-case basis in the applicable Task Order documents as agreed to in writing by the Parties.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, and all subcontractors and subconsultants of any tier, including suppliers and material persons, whether or not in privity with Consultant, engaged by Consultant solely for performance of Services pursuant to this Agreement.

"System" means the City-wide network of fiber optic cable (the "Fiber Network") and a scalable video surveillance system to be used together for, inter alia, the provision of homeland security, public safety and traffic management in the City for the City and other users as such will be described with greater particularity in Task Orders.

"System User" means those government agencies and private entities whose surveillance and monitoring systems are integrated with the System to enable those government agencies and private entities, inter alia, to provide information to the OEMC.

"Warranty Period" means the duration of the express, limited warranty for Equipment and/or Services as agreed to by the Parties in a Task Order.

1.2 Interpretation

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

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

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

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

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

(f) All references to a number of days mean Calendar Days, unless indicated otherwise.

1.3 Order of Precedence of Component Parts

In the event of any conflict or inconsistency between the terms set forth in Articles 1 through 11 of this Agreement and the terms set forth in the Exhibits, including the Attachments to the Exhibits, the terms contained in Articles 1 through 11 will take precedence over the terms contained in the Exhibits and their Attachments, except to the extent the conflicting or inconsistent terms in the Exhibits or Attachments are more favorable to the Commission.

1.4 Incorporation of Exhibits

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

- Exhibit 1 Motorola Software License Agreement
- Exhibit 2 Schedule of Compensation
- Exhibit 3 MBE/WBE Special Conditions and Schedules
- Exhibit 4 Economic Disclosure Statement and Affidavit
- Exhibit 5 Insurance Requirements and Evidence of Insurance
- Exhibit 6 Key Personnel
- Exhibit 7 City of Chicago Travel Guidelines
- Exhibit 8 Background Checks and Drug Testing
- Exhibit 9 Non-Disclosure Agreement dated October 1, 2010



Article 2. DUTIES AND RESPONSIBILITIES OF CONSULTANT

2.1 Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 2.3. The Services that Consultant must provide include, but are not limited to, those described below.

If any services, duties or responsibilities not specifically described in the Agreement or in Task Order are reasonably required to enable Consultant to perform the Services, or are fairly implied in or are commonly understood as being within the description of such Services, such services, duties and responsibilities are deemed to be implied by and included within the scope of the Services to be provided by Consultant under the term of and for the fees set forth in the Agreement. Except as otherwise expressly provided in the Agreement or mutually agreed Task Orders, Consultant shall provide all the facilities, personnel and other resources as necessary or appropriate to provide the Services.

In the event Consultant becomes aware of any error, omission or ambiguity in the Commission's description of the Services or otherwise in this Agreement, including any Task Order, Consultant must promptly bring such matter to the attention of the Authorized Commission Representative.

Nothing in this Agreement may be construed to: (i) limit the Commission's or the City's right or ability to provide itself, or to request third parties to provide, the Services or services like the Services in whole or in part; (ii) obligate the Commission to enter into any Task Order with Consultant or, except as provided within a Task Order, purchase from Consultant (1) tangible goods that comprise the Network, the Camera Systems, the Management System and the Video System, and any other commodities, custom goods, fiber, supplies and any other tangible materials and equipment incorporated in or made part of the System ("Goods"), (2) object code versions of any applications programs, operating system software, computer software languages, utilities, other computer programs and related documentation, in whatever form or media, including the tangible media upon which such applications programs, operating system software, computer software languages, utilities, tools, other computer programs and related documentation are recorded or printed ("Software") or source code to any Software ("Custom Software") or corrections, improvements, updates, new versions and releases to Software ("Updates") or (3) services like the Services; or (iii) require Consultant to perform or provide any Services to the Commission other than Services pursuant to a Task Order; provided that Consultant must prepare in good faith proposals in response to Task Order Requests within the scope of the Services, including with respect to projects for

users other than the City as requested by the Commission from time to time during the Term.

2.1.1 Intent

Consultant shall perform system integration services, including the upgrade and expansion for the existing OEMC surveillance system network throughout the City. The Services will proceed on the basis of task orders issued by the PBC. The parties acknowledge and agree that their joint goal in entering into this Agreement is to create a business relationship between the Commission and Consultant such that Consultant will work with the Commission and the City to integrate a network and surveillance system that is scalable and self-healing in accordance with the standards set forth in this Agreement. The Commission and the City plan to work with other System Users to study and deploy technologies and emerging technologies pertinent to surveillance, traffic and other security measures. Consultant agrees to use commercially reasonable efforts to integrate such technologies within the System in a manner that supports current and emerging surveillance and monitoring technology. The Commission and Consultant acknowledge and agree that the specific goals and objectives of the City and the Commission in connection with the Services include, but shall not be limited to, those set forth below. Deliverables and Services related to these goals, and any additional goals or objectives agreed upon by the Parties, shall be specified in a Task Order.

2.1.1.1 Objectives for the Fiber Network

2.1.1.1.1 Establish a standard approach to linking cameras, traffic sensors, sensors and other surveillance technology, using the existing fiber optic resources designated by the Commission so that the System will be available to the City and other System Users in the designated timeframe.

2.1.1.1.2 Plan a fiber optic backbone that will provide high bandwidth and redundancy for a variety of video and data services throughout the City, with initial focus on the City's central business district ("CBD" or "Central Business District"), and subsequent focus on the City areas outside of the CBD, including the greater Chicago area, the lakefront and harbor areas, and System User projects.

2.1.1.1.3 Design and implement links to video surveillance systems existing as of the Effective Date at certain City and other local government locations, including those at the airports, the Chicago Transit Authority, and those at private locations that are considered potential terrorist and/or crime targets.

2.1.1.1.4 Develop a plan and arrange for the ongoing support of the Fiber Network.

2.1.1.2 Objectives for the Camera System, Video System and Management System

2.1.1.2.1 Establish a standard for cameras and related equipment that will, at a minimum, meet the applicable specifications, including the standards, so that the System is available to the City and other System Users.

2.1.1.2.2 Build a display and control capability that will provide control of cameras, sensors and any forthcoming technology that the Commission may choose to implement, and that can be reasonably integrated, and the display of video images with respect to the City at the OEMC and a back-up site, and with respect to other System Users, at the locations designated by such System Users.

2.1.1.2.3 Design and build the display and control capability to permit cost-effective integration over time with new cameras to support surveillance activities within the City, including locations designated by System Users other than the City.

2.1.1.2.4 Design and implement a redundant storage and retrieval system to support the surveillance activities within the City, including sites designated by System Users other than the City.

2.1.1.2.5 Develop a plan and arrange for ongoing support and maintenance services.

2.1.1.2.6 Provide the utility for the Commission to purchase, on behalf of the City and other System Users, additional cameras at a market-competitive price that will be fixed for a definite duration.

2.1.1.2.7 Design and implement a last- and middle-mile wireless access architecture that will provide high bandwidth and redundancy for a variety of video and data services throughout the City.

2.1.1.2.8 Design and implement a wireless broadband access architecture to enable access to bi-directional video and data services by users in the field.

2.1.1.2.9 Design and implement a means to integrate the video system with two-way radio networks, smartphones/PDAs, Computer Aided Dispatch, and E-911 systems.

2.1.1.2.10 Design and implement a means to enable aerial video surveillance from City aircraft as well as Unmanned Aerial Vehicles ("UAVs"). Implementation of these methods of surveillance may require the parties to amend this agreement to incorporate additional terms and conditions.

2.1.1.3 Other Objectives of the Services

2.1.1.3.1 Complete implementation of the task orders within the designated timeframes.

2.1.1.3.2 Provide a System that is scalable.

2.1.1.3.3 Create efficiencies and sustainable cost savings by utilizing the existing infrastructure of the City and other System Users to the extent reasonably practicable.

2.1.1.3.4 Obtain high quality Services at market-competitive prices.

2.1.1.3.5 Allow the City to monitor and direct City services in response to homeland security, police, fire and traffic management incidents.

2.1.1.3.6 Provide live and recorded video surveillance to emergency management officials on a continuous basis.

2.1.1.3.7 Develop a protocol to identify and create additional capacity in an efficient and cost-effective manner.

2.1.1.3.8 Develop the plan and network for other System Users' camera feeds, including those of private System Users, to the OEMC and its backup location.

2.1.1.3.9 Enhance the OEMC's ability to become the strategic hub for City-wide emergency and non-emergency decision-making.

2.1.1.3.10 Develop a plan which provides the City with the flexibility to reasonably adapt the System to the City's surveillance and technology needs, including needs related to surveillance, traffic sensors, and chemical, biological and radiological sensors.

2.1.1.3.11 Obtain access to best practices in information technology products and services related to the Services.

2.1.1.3.12 Provide the ability for the City and other System Users to take advantage of new technology as it becomes available.

2.1.1.3.13 Provide the City with information on emerging technology and make recommendations on its usefulness and capacity.

2.1.1.3.14 Provide the guaranteed levels of Service quality as set forth in this Agreement.

2.1.1.3.15 Gain world class capabilities by contracting with first tier service providers that attract and retain the best and brightest professionals.

2.1.2 Background

The existing OEMC video camera system network is largely a fixed-camera system network that monitors various locations throughout the City of Chicago. Examples of the locations that are monitored are the Central Business District, Lower Wacker Drive, the lakefront and other key points of interest. The existing OEMC system network also has the capacity to monitor high traffic areas, venues for events, evacuation routes and transportation systems. Additional links exist between the OEMC system and other compatible surveillance systems at the Chicago Public Schools, Chicago Housing Authority, Chicago Transit Authority and the Chicago Police Department. A detailed overview of the existing surveillance system is provided in Exhibit 1.

The next generation surveillance approach is anticipated to be a bandwidth-rich environment that will build on the existing fiber infrastructure in the City. This network will allow the distribution of resources throughout various locations around the City, providing redundancy and survivability in the system. Wireless links in the network will be pushed to the edge of the fiber optic system to support the transmission of video, provide two-way data access, to gather sensor data and support alarms from the enhanced cameras and the Police Department Portable Overt Digital Surveillance System (PODSS).

Building on this network infrastructure will be expanded system capabilities such as:

- Support backhaul capabilities for aerial surveillance.
- Provide links for the emerging CBRN-E oriented sensor technology platforms.
- Serve as an access point for remote command capability.
- Provide transport for links to other public and non-public surveillance systems.
- Serve as a platform for future technologies.

A detailed overview of the next generation surveillance approach is provided in Exhibit 2.

2.1.3 General Scope of Services

Consultant will provide all Services required to complete each Task Order issued by the Commission. Consultant will be responsible for the professional, technical accuracy and completeness of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished. Various phases of Services shall be required throughout the duration of a Task Order assignment as detailed in Section 3.3.

2.1.3.1 Surveillance and Technology Services Descriptions

Services, shall include, but are not limited to the following categories of work:

2.1.3.1.1. Emerging Technology Research

Consultant is required as part of the Services to bring new and emerging technology and business process options and ideas to the OEMC Camera Infrastructure Program. Consultant is responsible for researching these technologies and demonstrating how they can be applied to best serve the OEMC's mission and goals, and enhance the safety and efficiency of law enforcement in the City of Chicago as well as OEMC's mission and goals. No less than twice each year of the term, Consultant shall meet with the

Commission to provide a formal presentation of technology and business process evolutions, i.e., any improvement, upgrade, addition, modification, replacement or enhancement to the Standards, policies, practices, processes, procedures, methods, controls, scripts, product information, technologies, architectures, standards, applications, equipment, software, systems, products, transport systems, interfaces and personnel skills associated with the performance of the information technology used in connection with systems like the System, or used to provide services like the Services and related functions in line with the best practices of leading providers of such services and the standards and practices applicable to municipalities such as the City ("Technology and Business Process Evolutions"). Technology and Business Process Evolutions include: (i) higher capacity, further scaling and commercializing of business processes, more efficient and scalable business processes, new versions and types of applications and systems/network software, new business or IT processes, and new types of hardware and communications equipment that will enable Consultant to perform the Services more efficiently and effectively, as well as enable the City and the Commission to meet and support their business requirements and strategies, and (ii) any change to the equipment, software or methodologies used to provide the Services that is necessary to bring that function, equipment or software or those methodologies into line with current industry standards.

2.1.3.1.2 Technology Assessments

Pursuant to a Task Order, Consultant shall provide detailed assessments of emerging technologies, including thorough concept testing, for such applications as:

- a. Single sign-on approaches.
- b. Aerial surveillance capability.
- c. Remote command center support.
- d. Testing of CBRN devices.
- e. Testing of Wi-Fi hotspot system for System Users.

2.1.3.1.3 System Infrastructure

Consultant shall provide services related to the engineering, hardware installation and implementation of wireless and fiber optic infrastructure which include, but are not limited to, the following projects:

- a. Building a Dense Wave Division Multiplexing (DWDM)- and Coarse Wave Division Multiplexing (CWDM)- based fiber optic network to expand the capacity of the existing OEMC network throughout the City of Chicago.
- b. Increasing the number and capabilities of cameras and Police Department Portable Overt Digital Surveillance System (PODSS) devices throughout the City.
- c. Reconfiguring the coverage of the existing and new wireless networks to the edges of the fiber optic system to provide bandwidth necessary to support additional cameras.
- d. Adding new functions, such as Wi-Fi hotspots, to support the emerging needs of police and fire personnel and command staff.

These projects may include a number of tasks including, without limitation:

1. Phased expansion of the current DWDM-based system throughout the City.
2. Upgrade CPD PODSS network from bandwidth constricted wireless network to bandwidth-rich fiber/wireless.
3. Add links to current standalone video surveillance systems at other public agencies.
4. Distribute archiving systems throughout the City, as DWDM network expands eliminating single point of failure vulnerability and resolving building space issues.
5. Implement an offsite, online remote data storage and data recovery approach.
6. Expand the PODSS network further into the City neighborhoods using phased approach.

2.1.3.1.4 System Planning Services

Consultant shall develop and maintain a five year Security Camera/Communications System engineering and installation plan for the OEMC Camera Infrastructure Project. These Services may include, without limitation, planning and designing the Security Camera/Communications System in a manner that can easily be expanded into new geographic and functional areas. The planning services shall include achieving system expansion through a phased approach which takes into account the funding that is available during each year of the project.

2.1.3.1.5 Pre-Design Phase Services

Consultant shall provide pre-design phase services which include, but are not limited to:

- a. Understanding and documenting the PBC/OEMC project goals.
- b. Performing site surveys to understand and document existing conditions and infrastructure.
- c. Research and document historical information for infrastructure owned by other City Departments, Agencies or Telecommunications Companies.
- d. Bring ideas and options to the Commission and OEMC on how existing infrastructure "owned by others" may be integrated with can bring value to the OEMC Camera Infrastructure Project.

2.1.3.1.6 System Design Phase Services

Consultant shall provide professional design and engineering services that are required to support all phases of the OEMC Camera Infrastructure Project. Infrastructure design services shall be provided by architectural, electrical and mechanical engineering professionals that are licensed in the State of Illinois and have successful past experience in the planning and design of security camera systems, software and high performance communications networks with professionals either certified, or equivalent experience, by the manufacturer of the systems or with demonstrated competency in the engineering of the required systems. The anticipated required infrastructure design disciplines will include, without limitation, architectural, structural, mechanical and electrical. Consultant shall provide engineering services which include, but are not limited to:

- a. Development of conceptual design drawings and technical specifications that demonstrate proof of concept and compliance with the PBC/OEMC project goals and objectives. A written summary of the design concept will be required. The summary should cover the basis of design, assumptions made and a description of the remainder of the design to be developed. Implementation cost estimates will be required at the end of each design milestone.
- b. Prepare design drawings and technical specification at 30%, 60%, 90% and 100% design milestones. Design deliverables should include plans, elevations, details, sections, specifications and narratives, as required to describe all requirements of the project.
- c. Prepare and issue hard copies of the Design Drawings, Specifications and Narratives, as required, to the Authorized Commission Representative and OEMC for Design Milestone Review.
- d. Incorporate comments provided by the Authorized Commission Representative and OEMC into subsequent design deliverables.
- e. At the completion of Design Services, transmit multiple hard copies at the direction of the Authorized Commission Representative and editable electronic version (use of which is subject to the terms and conditions of this Agreement) of the final documents to the Authorized Commission Representative for review and transmittal to the OEMC. Prepare a written and oral report of the design phase for presentation to the OEMC. The presentations to be made shall be directed in writing by the Authorized Commission Representative.

2.1.3.1.7. Implementation Oversight Services

Consultant shall provide the following Project Management services:

2.1.3.1.7.1 Project Management Services

Consultant is responsible for managing all phases of the project including, but not limited to new technology research, network and project planning, design phase services, installation phase services, including, without limitation, obtaining all permits that may be required by the City of Chicago or other government authority having jurisdiction, start up/testing/training /close out, warranty and maintenance services, quality control, safety and overall cost and schedule control.

2.1.3.1.7.2 System Installation Phase Services

Consultant is responsible for providing installation phase services. Installation of security camera systems includes, without limitation, installing conduit, wiring, back boxes and enclosure, electrical power and low voltage wiring, security cameras, antennas, UPS systems, software and high performance communications network equipment. Consultant will perform all start up, testing, troubleshooting, repair, customer training and acceptance testing phases of security camera and communications networks installed.

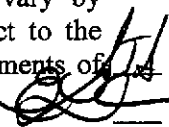
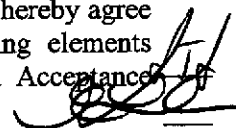
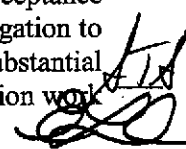
2.1.3.1.7.3 Implementation Administration and Oversight

Consultant shall provide construction administration and oversight to ensure that construction activities are in accordance with the project design and specifications. Implementation Administration and Oversight services will typically include, without limitation:

- a. Management of all pre-construction activities, including but not limited to: securing all required insurance and bonding certificates, performing any site inspections that Consultant may require, secure all required right of entry agreements, secure necessary permits, development of logs for submittals and Request for Information tracking, development of and approval of project specific site logistic plans, quality assurance/quality control plans and Safety plans, and coordination of the preconstruction meetings. Consultant will inform the Authorized Commission Representative of any unforeseeable conditions at a work site that may require Services in addition to those specified within the pertinent Task Order. The Commission agrees that in the event such unforeseeable conditions result in a change to the cost or time necessary to perform the Services, an equitable modification will be made to the pertinent Task Order. Consultant will provide the Authorized Commission Representative sufficient notice of the need for Chicago Police at a work site during the performance of Services to enable the Commission to provide for such police presence.
- b. Provide daily management and coordination of subcontractors, project submittals, material procurement and delivery, requests for information, cost and schedule control, pay applications, quality assurance/quality control, safety and traffic control.
- c. Providing daily oversight throughout construction activities at the site(s) including the placement of conduit, wiring, back boxes and enclosure, electrical power and low voltage wiring, security cameras, antennas, uninterrupted power supply systems, software and high performance communications network equipment and restoration of the existing surfaces or infrastructure that may have been impact by the installations.
- d. Provide daily field reports to the Authorized Commission Representative. The form of the report is subject to the approval of the Commission.
- e. Coordination of a weekly project progress meeting with appropriate subcontractors, Commission representatives and OEMC representatives.

- f. Management of Substantial and Final Completion requirements including but not limited to: system commissioning, network federation programming, start up, testing, training, punch list completion, as-built documentation, warranties, and licensing, equipment identification and cataloging and financial closeout.

2.1.3.1.7.4 Acceptance Process

- a. Acceptance Criteria. Prior to being placed in production, each Deliverable will be subject to an acceptance process to verify that it satisfies the specifications established for such Deliverable ("Acceptance Criteria" and the process to so verify, the "Acceptance Process") in the pertinent Task Order. The parties will establish for each Deliverable objective and measurable Acceptance Criteria. Acceptance Criteria may vary by Deliverable, but the parties hereby agree that all Deliverables will be subject to the common Acceptance Criteria elements specified in ~~Exhibit 5.2~~ ^{Schedule 5.2} "Common Elements of Acceptance Criteria and Acceptance Testing," attached hereto. 
- b. Acceptance Testing. Prior to being placed into production, each Deliverable will be subject to acceptance testing to verify that such Deliverable satisfies the applicable Acceptance Criteria ("Acceptance Testing"). Such Acceptance Testing will be conducted in accordance with the testing plan developed by Consultant and approved by the Commission. Acceptance Testing may vary by Deliverable, but the parties hereby agree that all Deliverables will be subject to the common Acceptance Testing elements specified in ~~Exhibit 5.2~~ ^{Schedule 5.2} "Common Elements of Acceptance Criteria and Acceptance Testing," attached hereto. 
- c. Sign-Offs of Milestone Deliverables. Consultant shall develop for the Commission's approval objective and measurable sign-off criteria and procedures for those groups of Deliverables which the parties mutually conclude comprise a significant component of the System ("Milestone Deliverables"). The purpose of these sign-off procedures is to provide that issues related to the Services are identified and addressed in a timely manner early, and to assist in the timely completion of the Milestone Deliverables, the System and System User projects. Compliance with such procedures with respect to any Milestone Deliverable will not constitute final acceptance of the Services or the System.
- d. Construction Design Sign-Offs. Notwithstanding the foregoing, Deliverables relating to design work for construction work, and other construction Deliverables, shall be subject to the Acceptance Process set forth in this Agreement, the Exhibits or any applicable Task Order. Additionally, Consultant acknowledges and agrees that the Acceptance Process with respect to certain of the Deliverables will include a Consultant obligation to obtain the Commission's affirmation, in accordance with ~~Exhibit 5.2~~ ^{Schedule 5.2}, of Substantial Completion and Final Acceptance, respectively, in connection with the construction work relating to such Deliverable. 
- e. No Waiver. Issuance by the Commission of a letter affirming Substantial Completion or Final Completion with respect to construction work, payment of fees relating to Services and/or Deliverables, or Acceptance shall not relieve the Consultant of responsibility for faulty Services or Deliverables, including defects in construction. Consultant shall remedy any defects which appear within the warranty period in accordance with this Agreement and the Exhibits. "Acceptance" means, with respect to Deliverables, completion of the Acceptance Testing of the Deliverable and, upon such completion, that the Deliverable conforms to the applicable Acceptance Criteria. Acceptance of a Deliverable shall be evidenced by the issuance by the Commission of written notice to Consultant of such Acceptance.
- f. Modifications to Acceptance Criteria and Acceptance Processes. Any modification to the Acceptance Criteria and/or the Acceptance Process for a Deliverable shall only be

Analysis” means the formal process to be used by the Consultant to diagnose problems at the lowest reasonable level so that corrective action can be taken that will eliminate repeat failures. Consultant shall implement a Root Cause Analysis as specified in this Section or as reasonably requested by the Commission or the City.

- e. Evolutionary Changes. The Commission expects that the Maintenance Services will evolve and be supplemented, modified, enhanced or replaced over time to keep pace with advancements and improvements in the methods of delivering such Maintenance Services. These changes will modify the Maintenance Services, but will not be regarded as Additional Services unless the changed Maintenance Services are materially different from the Maintenance Services then being provided by Consultant, and require materially different levels of effort, resources or expense by the Consultant. Consultant shall provide prompt notice to the Commission of any change to the Maintenance Services that, in Consultant’s opinion, constitute an Additional Service.
- f. Disaster Recovery Services and Contingency Plans. Consultant shall prepare and submit a disaster recovery plan (“Disaster Recovery Plan”) to the Commission for review and approval within ninety (90) days of the Effective Date of this Agreement. Upon approval, such Disaster Recovery Plan shall be kept in place throughout the Term. Upon discovery by Consultant of a disaster (“Disaster”) affecting the processing of calls for Maintenance Services, Consultant shall promptly implement the Disaster Recovery Plan. A Disaster is any occurrence, event or circumstance which results or could foreseeably result in a substantial discontinuation or modification of the provision or receipt of Services, including a force majeure event. Consultant shall formulate contingency plans which identify viable alternative resources which may be used to reasonably ensure provision of the Services except as may be excused by a force majeure event. In the event of a circumstance which affects any individual component or components of the Services, but is not a force majeure event, Consultant shall make reasonable efforts to repair or work around such affected component(s) so that they are fully operational within twenty-four (24) hours of such circumstance. If such circumstance cannot be resolved within twenty-four (24) hours, Consultant shall submit to the Commission, within that twenty-four (24) hour period, a written plan to resolve the situation promptly. The Commission’s review and approval of the Disaster Recovery Plan or contingency plans hereunder shall not relieve Consultant in any way of its responsibility for the Disaster Recovery Plan and contingency plans under this Section. The costs related to the implementation of the Disaster Recovery Plan shall be paid by Consultant. The costs related to the implementation of the contingency plans will be handled equitably.

2.1.4 Task Order Services Request and Award Process

Consultant must perform all of the ordered and required services in a satisfactory manner consistent with the standard of performance stated in Section 2.3 below. Such Services will be determined on an as-needed basis and as described in a Task Order Services Request. Consultant will be responsible for the professional and technical accuracy and completeness of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished.

2.1.4.1 Issuance of Task Orders

2.1.4.1.1. All Services must be authorized by a written Task Order. Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders for Services.

2.1.4.1.2. The Commission may issue a Task Order Request specifically referencing this Agreement, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date.

2.1.4.1.3. Consultant is required to respond to all Task Order requests issued in accordance with the agreed upon Task Order issuance process within seven (7) to ten (10) days. Responses to Task Order

requests may include but are not limited to a proposed time schedule, budget, deliverables and a list of key personnel, all of which must conform to the terms of the Task Order Request and the terms and conditions of the Agreement.

2.1.4.1.4 Costs associated with the preparation of Task Orders are not compensable under the Agreement. The Commission is not liable for any additional costs that are not specifically authorized by an executed Task Order.

2.1.4.2. Acceptance of Task Order

2.1.4.2.1 Upon acceptance of Consultant's response to the Task Order Services Request, the Commission may, by executed written Task Order signed by the Executive Director, direct Consultant to perform the Task Order Services.

2.1.4.2.2 Consultant must not commence Services under the Task Order until the written approval of the Executive Director has been obtained, and the Commission is not liable for any cost incurred by Consultant without such approval.

2.1.4.2.3 Notwithstanding the foregoing, Emergency Task Orders may be issued by the Authorized Commission Representative and Consultant is authorized to commence Services under an Emergency Task Order immediately upon receipt from the Authorized Commission Representative.

2.1.4.3 Services for Other Units of Government. This Agreement establishes a contractual framework for the Consultant to provide Services to the Commission on behalf of the City and other units of government. The Commission may enter into certain intergovernmental agreements with other units of government pursuant to which the Commission may request and award a Task Order to Consultant under this Agreement. The Commission and Consultant acknowledge and agree that all Services to be provided pursuant to such Task Orders shall, unless otherwise explicitly provided for in the pertinent Task Order, be performed in compliance with the terms and conditions of this Agreement.

2.1.5 Project Plans and Quality Assurance Plans

2.1.5.1 Project Plans Within thirty (30) days of the effective date of the applicable approval of the Executive Director under a Task Order, Consultant shall provide a detailed project plan for the performance of the Services required by that Task Order ("Project Plan"). The Project Plan shall include, without limitation, the detailed description and sequence of the Services to be provided, the schedule for performance of the Services, the Deliverables to be provided to the Commission (including any training that may be required), and, as may be required by the Task Order and to the extent known, the individuals and/or subconsultants that will be assigned to perform the Services. The Project Plan is subject to the approval of the Commission with respect to both form and content. Any changes to a Project Plan are subject to the approval of the Authorized Commission Representative. Requests for such changes shall be submitted, in writing, to the Authorized Commission Representative in a timely manner such that the Authorized Commission Representative may review and confer with Consultant regarding the request without impact to the schedule for the performance of Services as it pertains to such Project Plan.

2.1.5.2 Quality Assurance Plans Consultant shall implement quality assurance processes and procedures to validate that the Services being performed, the Deliverables furnished and the Project developed in accordance with (i) this Agreement, (ii) the Project Plan, (iii) the practices of those vendors in the information technology and construction industries applicable to services similar to the Services, and (iii) applicable law (the "QAP"). Such processes, procedures and controls shall include verification, checkpoint reviews, testing, acceptance and other means through which the Commission may assure the accuracy, quality and timeliness of Consultant's performance. Without limiting the generality of the foregoing, Consultant will:

- a) Build the following activities into work processes applicable to the Services: 1) accountability for the Services clearly defined and understood by Consultant's personnel and subconsultants; 2) access to the City and Consultant's systems and other Commission and City assets properly controlled by Consultant; 3) adequate supervision of Consultant's personnel and subconsultants; 4) Consultant policies, procedures and responsibilities documented; and 5) adequate training and education of Consultant's

- personnel and subconsultants with respect to the Services;
- b) Develop and execute a process to perform annual self-assessments with respect to all Services; and
 - c) Monitor the processes and systems used to provide the Services.

The QAP will cover Consultant's design and engineering, implementation, installation of surveillance devices, testing and operational quality controls, and shall include the controls set forth in Schedule 2.4 (b), "Quality Control Standards ("Quality Control Standards")."

Consultant shall submit its QAP for each Task Order with its Project Plan. The QAP is subject to the review and approval of the Commission. Unless otherwise specifically provided for and approved in a Project Plan and/or QAP for a particular Project, Consultant shall strictly adhere to the Commission's then-current policies, procedures and controls, City Policies, and the Quality Control Standards. No failure or inability of any such processes, procedures or controls, including the Project Plan and QAP, to disclose any errors or problems with the Services shall excuse Consultant's failure to comply with the Service Levels and other terms of this Agreement.

2.2 Deliverables

2.2.1 General. In carrying out its Services, Consultant must prepare or provide to the Commission various Deliverables. "Deliverables" include work product, produced by Consultant, including, without limitation, written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products. Unless otherwise agreed upon by the Parties in a Task Order, this Agreement does not contemplate, nor shall the work performed by Consultant be deemed, works for hire. Commission shall receive title to the tangible media upon which all Deliverables are provided, but unless agreed to otherwise in writing by the Parties, Consultant reserves and retains all of its Proprietary Rights, as defined in Section 2.2.3 below, in the Deliverables.

The Commission may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the Commission made this Agreement. If the Commission determines that Consultant has failed to comply with the foregoing standards, the Commission has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure within 30 days after receipt of notice from the Commission specifying the failure, then the Commission, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

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

2.2.2 Ownership of Documents. Except as otherwise agreed to in advance by the Executive Director in writing, all Deliverables, data, findings or information in any form prepared or provided by Consultant or provided by Commission under this Agreement are property of the Commission, including, as provided below, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Consultant's expense. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the Commission on account of the destruction. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights, which are not owned by Consultant.

2.2.3 Preservation of Consultant's Proprietary Rights. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Consultant under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the

Software whether made by Consultant or another party. Unless otherwise agreed by the Parties in a Task Order, Consultant, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. Unless otherwise explicitly agreed upon by the Parties in a Task Order, all intellectual property developed, originated, or prepared by Consultant in connection with the performance of the Services remains vested exclusively in the Consultant, and this Agreement does not grant to the Commission, the City or any System User any shared development rights of intellectual property. Except as explicitly provided in the Motorola Software License Agreement, attached as Exhibit 1 to this Agreement, Consultant does not grant to the Commission, the City or any System User, either directly or by implication, estoppel or otherwise, any right, title or interest in Consultant's Proprietary Rights. The Commission will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

2.2.4 Ownership of Copyrights. If so specified in a Task Order, Consultant and the Commission intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the Commission's instance and expense pursuant to such Task Order and under this Agreement are conclusively considered "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the Commission will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire," and to the extent specified in the pertinent Task Order, Consultant hereby may grant, convey, bargain, sell, assign, transfer and deliver to the Commission, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Consultant. Consultant shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Consultant's direct involvement and consent.

In the event that Consultant agrees to prepare "works made for hire" for the Commission pursuant to a Task Order, Consultant will, and will cause all of its subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Commission. In such event, Consultant shall warrant to the Commission, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Director or before that date: (a) Consultant will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Consultant will have the legal rights to fully assign the copyrights, (c) Consultant will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Consultant is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.02 of this Agreement, and (f) the Deliverables will constitute works of original authorship. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Consultant.

2.2.5 Indemnity. Without limiting any of its other obligations under this Agreement and in addition to any other obligations to indemnify under this Agreement, Consultant must, upon request by the Commission indemnify, save, and hold harmless the Commission, the City of Chicago ("City"), other System Users for which Services are provided and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any

Deliverables furnished under the Agreement. The Consultant is not required to indemnify the Commission, City or System Users for any such liability arising out of the wrongful acts of employees or agents of the Commission, City, or System Users' Standard of Performance. Consultant will have no liability to the Commission for losses arising out of any use by or through the Commission of Deliverables prepared by Consultant pursuant to this Agreement for any project or purpose other than the project or purpose for which they were prepared.

Consultant will defend at its expense any suit brought against Commission, City, or System User to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Consultant's duties to defend and indemnify are conditioned upon: Commission, City, or System User promptly notifying Consultant in writing of the Infringement Claim; Consultant having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Commission, City, and System User providing to Consultant cooperation and, if requested by Consultant, reasonable assistance in the defense of the Infringement Claim. In addition to Consultant's obligation to defend, and subject to the same conditions, Consultant will pay all damages finally awarded against Commission, City, or System User by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Consultant in settlement of an Infringement Claim. If an Infringement Claim occurs, or in Consultant's opinion is likely to occur, Consultant may at its option and expense: (a) procure for Commission, City, or System User the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Commission, City, or System User a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards. Consultant will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Consultant; (b) the use of ancillary equipment or software not furnished by Consultant and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Commission, City, or System User designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Consultant; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Commission, City, or System User to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Consultant's liability resulting from its indemnity obligation to Commission, City, or System User extend in any way to royalties payable on a per use basis or the Commission, City, or System User's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Consultant from Commission, City, or System User from sales or license of the infringing Motorola Product. This Section provides the Commission's sole and exclusive remedies and Consultant's entire liability in the event of an Infringement Claim. Commission has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

2.2.6 Motorola Software. Any Motorola Software, including subsequent releases, is licensed to the Commission solely in accordance with the Software License Agreement, attached as Exhibit 1 hereto. The Commission hereby accepts and agrees to abide by all of the terms and conditions of the Software License Agreement.

2.2.7 Non-Motorola Software. Any Non-Motorola Software is licensed to the Commission in accordance with standard license terms and restrictions of the copyright owner on the Effective date, unless the copyright owner has granted to Consultant the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, attached as Exhibit 1, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Consultant makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Commission in accordance with, and the Commission agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by the Commission, Consultant will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Commission a copy of the applicable standard license (or specify where that license may be found); and provide to the Commission a copy of the Open Source Software source

code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

2.2.8 Title and Risk of Loss. Unless otherwise agreed by the Parties in a Task Order, in the event the Commission purchases Equipment from Consultant pursuant to this Agreement, title to and risk of loss for the Equipment will transfer to the Commission upon delivery of the Equipment to the location specified on the pertinent Task Order. Title to Software will not pass to the Commission at any time.

2.3 Standard of Performance

2.3.1 General Standard of Performance for the Services

2.3.1.1 Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a licensed professional systems integration consultant in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and only with respect to that information, provided Commission identifies such information as subject to the standard of care of a fiduciary in the pertinent Task Order, Consultant agrees to be held to the standard of care of a fiduciary.

2.3.1.2 Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide the Commission copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. The Commission will hold Consultant solely and completely responsible for any and all errors, omissions, inconsistencies and ambiguity in the Deliverables required by this Agreement, including, but not limited to, the bid documents and construction documents for each project that may be assigned to Consultant under this Agreement. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement.

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

Consultant shall, without any additional compensation, prepare addenda, change orders and/or bulletins required to correct or clarify errors, omissions or ambiguities in the Deliverables caused by Consultant's failure to meet its standard of care. The Commission will review its projects for errors and omissions by Consultant. In the event that such a review indicates that Consultant may have committed an error or omission in its Deliverables, the Commission will provide a written statement of the Commission's claim to Consultant, allow Consultant to respond in writing, and meet with Consultant to resolve the claim. Consultant shall not be compensated for the preparation of its response or for attending any meetings related thereto. In the event that the Commission concludes subsequent to the attempts to resolve the claim that an error or omission has occurred, and that the Commission and Consultant cannot amicably resolve the claim, Consultant shall perform, at no additional cost to the Commission, such Services as may be necessary (e.g., an addendum to bid documents, a change order to the construction contract, or a bulletin to the Contractor) to correct the error or omission. The Commission also reserves the right to recover from Consultant any damages incurred by the Commission resulting from errors or omissions in the construction documents. The Commission may withhold payments from Consultant to cover the cost of such errors or omissions, and may also withhold payment for any material breach of the Agreement including, but not limited to, Consultant's failure to perform the Services, failure to perform the Services in a timely manner or otherwise fail to comply with the terms and conditions of this Agreement. In the event that the Commission and Consultant are unable to resolve claims with respect to errors and omissions amicably, Consultant's sole remedy shall be to file a dispute pursuant to the terms of Article 5 of this Agreement.

2.3.1.4 Commission-Provided Information. To the extent they exist, Commission shall furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Consultant ("Commission-Provided Information" or "CPI").

Consultant may rely upon CPI, provided, however, that the Commission expects Consultant to review such CPI in detail and verify such CPI to the extent that it may be reasonable and prudent for Consultant to do so for the proper performance of the Services required under this Agreement. The Commission makes no warranties or representations with respect to the accuracy of the information provided. Consultant must promptly report any errors, omissions, inconsistencies or ambiguities in the CPI to the Commission. In the event that Consultant believes that additional compensation is due to Consultant from the Commission because of errors, omissions, inconsistencies or ambiguities in the CPI, the Commission will consider a request for additional compensation if, and only if, Consultant furnishes reasonable and appropriate evidence that Consultant has met its obligation to review and verify the CPI.

In the event Consultant's Services include any installation, remodeling, alteration, or rehabilitation work, Commission acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions. Notwithstanding the foregoing, it shall be the responsibility of Consultant to undertake such investigations of the existing conditions at the proposed work site that may be consistent with Consultant's standard of care and obligations to the Commission under the terms of this Agreement.

2.3.1.5 Flexibility. Consultant shall use reasonable efforts to use technologies and business process strategies to provide the Services and equipment that are flexible enough to allow integration with new and emerging technologies or business processes, and/or significant changes in the Commission's and City's objectives and strategies, and/or with existing cameras and CCTV systems used by the City and other System Users. For example, equipment for which Consultant is responsible must have reasonable scalability and modularity to allow integration of new technologies without the need to replace whole, or significant parts of, systems or business processes (e.g., made to be a one-to-many model) to enable the System to become more scalable and flexible.

2.3.1.6 Cooperation with Third Parties. Consultant must cooperate with the Commission and with third parties retained by the Commission, the City or other System Users in connection with the performance of the Services, in whole or in part. This cooperation shall include providing reasonable access to Consultant facilities where the Services are performed as necessary for the business of the Commission, the City or other System User, or for a third party to perform its work for the Commission, the City or other System User, and providing such information regarding the Services as a person with reasonable commercial skills and expertise would find reasonably necessary to support the System, or for a third party to perform its work for the Commission, the City or other System User, including written requirements, standards and policies for those operations of the System to which such third party services relate so that any third party deliverables may be operated with the System. Notwithstanding the foregoing, if Consultant's Confidential Information will be disclosed in connection with Consultant's obligations under this Section 2.1.3.6, then the Commission and Consultant shall cooperate in obtaining from the applicable third party vendor a confidentiality agreement reasonably acceptable to Consultant.

Consultant is responsible for Services not completed or accepted due to the presence or operations of other contractors. Consultant must make reasonable efforts to cooperate with other contractors to mitigate any impact, and inform the Commission of any anticipated impact to completion or acceptance due to other contractors. Consultant must coordinate and tie-in, where appropriate, Consultant's Services with that of others in an acceptable manner, and must perform the Services in proper sequence to the work of others. If other contractors cause any damage to the Services prior to acceptance by the Commission, Consultant must file claims for any loss or damage with the other contractors, and not against the Commission or the City, and obtain compensation, if any, for such loss or damage from those other contractors.

Consultant may restrict inspection of its facilities to normal business hours, to areas that are relevant to the performance of the Agreement. A representative of Consultant must accompany Commission employees at all times

when in, on or about Consultant's facilities. Commission, its employees and its agents will be bound by the terms and conditions of a mutually-acceptable non-disclosure agreement in the event such inspection requires access to areas of Consultant's facilities or information which Consultant deems confidential and/or proprietary.

2.3.1.7 Benchmarking

2.3.1.7.1 Benchmarking Review. From time to time during the Term, but in no event prior to the second anniversary of the Effective Date, and then no more frequently than once in every twelve (12) month period thereafter, with notice to the Consultant specifying the Benchmarking (as defined below), and the Services to be benchmarked, the Commission may, subject to Section 2.3.1.6, and at the Commission's sole expense, initiate a Benchmarking by engaging the services of such Benchmarking, on a non-contingent fee basis, to compare the quality of and the fees for all or any portion of the Services against the quality performed and the fees charged by well-managed service providers performing similar services to determine whether the Commission is obtaining pricing and levels of service that are competitive with market rates, prices and service levels, given the nature, volume and type of Services provided by Consultant hereunder ("Benchmarking"). In connection with a price-base Benchmarking, the Benchmarking shall compare the total charges applicable to Services subject to the Benchmarking to the total charges applicable to similar services with respect to the Representative Sample. The Benchmarking will normalize the data used to perform the comparison in order to account for differences between the Services and the comparison services, including those with respect to the volume of services, scope of services, service levels, complexity of the services, degree of standardization of the services, terms and conditions with respect to such services, financing provided by Consultant with respect to such services, service delivery and receipt location(s) (limited to North America), and other factors that are directly related to such normalization. "Representative Sample" for Benchmarking means a sample of a minimum of five (5) entities, or if five (5) entities are not available, then the number of entities that are available, but no less than two (2), proposed by the Benchmarking that shall only include customers serviced by top tier service providers with similar scope, service levels and volume and similar complexity as the benchmarked Services.

2.3.1.7.2 "Benchmarking" means any one of the pool of third parties agreed upon by the parties, who or which are qualified and experienced to perform benchmarking like the Benchmarking. The parties may vary the Benchmarking pool from time to time by agreement. Neither party shall unreasonably disagree with any change proposed by the other, and will provide any reasons for its reasonable disagreement. The Commission may choose any Benchmarking from the pool to conduct the Benchmarking. Any Benchmarking engaged by the Commission shall agree in writing to be bound by the confidentiality and security provisions contained in this Agreement. Consultant shall cooperate fully with the Commission and the Benchmarking during such effort, and shall provide the Benchmarking (i) reasonable access to any premises, equipment, personnel or documents relating to the Services; and (ii) reasonable assistance required by the Benchmarking to conduct the Benchmarking, all at Consultant's cost and expense; provided, however, that Consultant shall not be obligated to provide the Benchmarking with Consultant cost data, other data or information deemed confidential or proprietary by Consultant, or confidential information of other Consultant customers. The Benchmarking shall be conducted so as to not unreasonably disrupt Consultant's operations under this Agreement. Benchmarking shall not be given access to areas of Consultant's facilities from which Consultant services other customers, or any records or information relating to Consultant's other customers.

2.3.1.7.3 Results of Benchmarking. The Benchmarking shall submit a written report setting forth its findings and conclusions. If the Benchmarking finds that (i) the fees paid by the Commission for all Services are greater than the average of the prices charged by the Representative Sample for services of a nature, type or volume similar to the Services and (ii) the Service Levels received by the Commission are worse than those provided by the Representative Sample for services of a nature, type or volume similar to the Services ("Benchmark Standard"), then, subject to an alternate resolution that may be agreed upon by the parties as set out below, the fees and/or Service Levels will be adjusted to eliminate any unfavorable variance of more than three percent (3%). At Consultant's request, and in the Commission's discretion, the Commission may grant Consultant up to thirty (30) days after the date of the Benchmarking's report is finally accepted to prepare and implement an agreed plan to bring the fees and/or Service Levels into line with the Benchmark Standard. If

Consultant fails to make the adjustments as required by this Section, the Commission may, at its option, terminate the Services in whole or in part. If the Services are terminated in part, Consultant's fees shall be equitably adjusted to reflect the Services no longer performed by Consultant.

2.3.1.7.4 Consultant's Review and Dispute. The Commission shall provide Consultant with a copy of the Benchmark's report and Consultant shall have thirty (30) days to review such report and contest the Benchmark's findings. If Consultant has reason to believe the Benchmark's report contains manifest errors of fact, Consultant shall notify the Commission by: (i) specifying the errors; (ii) providing any report, data or other evidence that demonstrates or justifies Consultant's belief; and (iii) proposing amendments to the Benchmark's report and/or the Benchmarking results necessary to correct the errors. The Commission shall review any such notice given by Consultant and take appropriate action. If the parties do not agree upon an appropriate course of action relating to the error correction or if the parties are unable to agree upon the validity of such findings, the matter shall be resolved pursuant to Section 8.6, "Disputes." Reductions in the fees, if any, shall be implemented effective as of the first day of the month after the month in which the Benchmark's report was first provided to Consultant; provided that if either party disputes the findings under Section 8.5, "Claims," or Section 8.6, "Disputes," notwithstanding anything to the contrary in the Agreement, the reduction will be implemented retroactively following the resolution of such dispute.

2.3.1.8 New Advances and Best Practices

2.3.1.8.1 New Advances. Consultant must offer the Commission any commercially implemented new advances ("New Advances") to the Services. "New Advances" means (i) Consultant-developed advances in or changes to the Services or business processes and associated technologies used to provide Services (and any other services that are the subject matter of the Agreement) to other customers of Consultant that are the same or substantially similar to the Services, that are made commercially available by Consultant, and for which Consultant is not contractually prohibited from making available to the Commission and (ii) new or enhanced Consultant-developed Services and business processes, goods, services, software, tools, products or methodologies to be offered on a commercially available basis to such customers of Consultant, and for which Consultant is not contractually prohibited from making available to the Commission.

2.3.1.8.2 Consultant Best Practices. Consultant shall propose to the Commission for implementation, and upon the Commission's written approval shall implement, as part of the Services and to improve the Services, the proven "Motorola best practices" it develops or becomes aware of with Consultant's delivery of services to third parties that are substantially similar to the Services.

2.3.1.9 Force Majeure. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots). Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

2.3.2 Standard with Respect to the Existing System

Consultant agrees to perform the Services in a manner that will not (i) cause material adverse disruption or impact on the business or operations of the Commission or the City or, in the case of Services performed on behalf of another System User, the applicable System User; (ii) materially degrade the Services then being received by the Commission or the City or, in the case of Services performed on behalf of another System User, the applicable System User; (iii) materially disrupt or interfere with the ability of the Commission or the City or, in the case of Services performed on behalf of another System User, the applicable System User, to obtain the full benefit of the Services. Notwithstanding the foregoing, the materiality standard in the foregoing subsections (i) through (iii) shall not be applicable to the operations of

permitted through a change order to the pertinent Task Order, such change order to be executed by the Parties.

2.1.3.1.7.5 Environmental Planning and Historic Preservation Requirements

Consultant must provide project and construction management services which follow the rules set forth in the Federal Emergency Management Agency (FEMA's) Grant Programs Directorate Information Bulletin, Number 329. This Information Bulletin provides general guidance on the environmental planning and historical preservation (EHP) review process for any grant programs administered by the Grant Programs Directorate (GPD) at FEMA. Information can be found at www.fema.gov/plan/ehp. See Exhibit 5: Environmental Planning and Historical Preservation (EPH) and Exhibit 6: EPH Picture Documentation Instructions and Example for the rules and an example.

The Selected Respondent must submit an Environmental Impact Analysis for each assigned Task Order as required by the US Department of Homeland Security.

2.1.3.1.7.6 Warranty and Maintenance Phase Services

Consultant is responsible for providing warranty and maintenance services for the security camera and communications networks installed as part of the OEMC Operation Virtual Shield program and the security camera infrastructure and networks to be installed as part of the OEMC Camera Infrastructure Program. The OEMC Operation Virtual (OVS) shield security cameras and supporting network were installed between 2006 and 2010.

The required warranty and maintenance services will include but are not limited to: the development of and execution of a warranty and maintenance program for the existing OVS network and the new security camera systems, software and fiber optic and wireless communications networks. Consultant will provide such warranty, maintenance and support Services pursuant to a Task Order. Any and all Task Orders issued for warranty, maintenance and support Services are subject to the following performance metrics:

- a. **Service Levels.** Consultant shall perform the maintenance Services ("Maintenance Services") to meet or exceed the levels of accuracy, quality, completeness, timeliness, responsiveness and productivity that are the accepted industry norms applicable to the performance of services like the Maintenance Services by top tier service providers. Consultant shall perform the Maintenance Services to meet or exceed the service levels set forth in Exhibit 4, "Service Level Agreement (the "Service Levels")", unless modified for a particular Deliverable or Service within a Task Order. To the extent that the parties have established a Service Level for a specific Maintenance Service, the obligations described in the first sentence of this Section shall not be construed to alter, expand or supersede such Maintenance Service Level. If more than one Maintenance Service Level applies to any particular obligation of Consultant, Consultant shall perform in accordance with the most stringent of such Service Levels. Unless otherwise specifically provided for in this Agreement, Consultant shall be responsible for meeting or exceeding the applicable Service Levels even where doing so is dependent upon the provision of Maintenance Services by Subcontractors.
- b. **Measurement and Monitoring Tools.** As agreed by the Parties in a pertinent Task Order, Consultant shall implement automated measurement and monitoring tools and metrics as well as standard reporting procedures, all reasonably acceptable to the Commission, to measure and report Consultant's performance of the Maintenance Services on an ongoing basis and at a level of detail sufficient, in the Commission's sole judgment, to verify Consultant's compliance with the Agreement and the applicable Service Levels. Consultant shall provide the Commission and the City with on-line access to an intranet site using the Commission's portal ("Intranet Site") and shall provide on such Intranet Site up-to-date problem management data and other data regarding the status of Service

problems, including Maintenance Service problems. Consultant shall also provide to the Commission and the City on the Intranet Site access to the data used by Consultant to calculate its performance against the Service Levels and the measurement and monitoring tools and procedures utilized by Consultant to generate such data for purposes of audit and verification. The Commission's and City's use of such measurement and monitoring tools or the resource utilization associated with their use shall be included in the Fees.

c. Credits.

(i) Service Level Credits. Consultant acknowledges that the Commission compensates Consultant to deliver certain Maintenance Services at specified Service Levels. If Consultant fails to meet the Service Levels, then, in addition to the other remedies available to the Commission, Consultant shall pay or credit to the Commission service level credits ("Service Level Credits"), as more particularly set forth in ~~Exhibit~~ ^{ATL} ~~Schedule 3.1(f)~~ ^{SE}, "Service Level Agreement," in recognition of the diminished value of the Maintenance Services resulting from Consultant's failure to meet the agreed upon level of performance, and not as a penalty. Service Level Credits shall be payable in an amount equal to up to fifteen percent (15%) of the Fees for Maintenance Services for any measurement period, excluding any expenses and taxes ("At Risk Amount"), which At Risk Amount shall be specified in the pertinent Task Order. The Commission shall have the right to assign to each Service Level a service weight which represents the portion of the At Risk Amount associated with such Service Level ("Service Weights"). The sum of all Service Weights shall not exceed 200%. If the Commission recovers monetary damages from Consultant as a result of Consultant's failure to meet one or more Service Levels, Consultant shall be entitled to set-off against such damages any Service Level Credits paid for the failures giving rise to such recovery.

(ii) Deliverable Credits. Consultant acknowledges that the Commission compensates Consultant to deliver certain critical Deliverables ("Critical Deliverables") by the time and in the manner agreed to by the parties in a Task Order. If Consultant fails to provide such Critical Deliverables as required, then, in addition to the other remedies available to the Commission, Consultant shall pay or credit to the Commission credits ("Critical Deliverable Credits"), as more particularly set forth below, in recognition of the diminished value of the Critical Deliverables resulting from Consultant's failure to meet the agreed upon level of performance, and not as a penalty. Critical Deliverable Credits shall be payable in an amount equal to up to five percent (5%) of the Fees for the Critical Deliverable in question. If the Commission recovers monetary damages from Consultant as a result of Consultant's failure to provide a Critical Deliverable as required, Consultant shall be entitled to set-off against such damages any Critical Deliverable Credits paid for the failures giving rise to such recovery.

d. Root Cause Analysis. If Consultant fails to provide Services in accordance with this Agreement, including the Service Levels and Quality Assurance Plan, Consultant shall, after restoring Service or otherwise resolving any immediate problem: (i) promptly investigate and report on the causes of the problem; (ii) provide a Root Cause Analysis of such failure as soon as practicable after such failure in accordance with the severity level of such failure; (iii) correct the problem as soon as practicable (regardless of cause or fault) or coordinate the correction of the problem if Consultant does not have responsibility for the particular Service that is at issue, and begin meeting the Service Level; (iv) advise the Commission of the status of remedial efforts being undertaken with respect to such problem; (v) take all commercially reasonable actions necessary to prevent any recurrence of the problem; (vi) if Consultant caused the problem, demonstrate to the reasonable satisfaction of the Commission that the causes of such problem have been or will be corrected on a permanent basis; and (vii) participate and contribute to the Commission's or City's situation management process. "Root Cause

the OEMC. During the Term, Consultant must promptly discuss with the Commission any material risks identified by Consultant and may not proceed with related activities until the Commission and Consultant mutually agree on risk mitigation activities.

2.3.3 Project Standards

2.3.3.1 Software Platforms

Consultant shall comply with the City's information management technical architecture and product standards (including the City's choice of database hosting platforms and any upgrades to City Third Party Materials and City Proprietary Materials) provided to Consultant in writing ("Software Platforms") as may be in effect during the Term. The City shall have the right to elect at any time any change to the Software Platforms (each a "Software Platform Project"), and shall provide reasonable written notice to Consultant prior to any such change. Consultant shall cooperate with the City during the Term in connection with development and implementation of any City initiatives related to any Software Platform Project. In the event the City contracts with a third party to perform any services in connection with a Software Platform Project, Consultant shall cooperate with such third party as reasonably required by providing: i) to the extent available, written requirements, standards and policies for those operations of the Goods and operating system used in the System (the "System Platform") and other components of the System to which the Software Platform Project and such Services relate as support to such third party in connection with such third party's development of deliverables that may be operated within the System, including the System Platform, (ii) reasonable assistance and support Services to such third party, and (iii) access to the System in connection with such Services. The Commission shall require any such third party to comply with Consultant's, and Consultant to comply with the third party's, reasonable requirements regarding operations, confidentiality and security. The Commission acknowledges and agrees that to the extent that any Software Platform Project impacts the cost or schedule of delivery of any Services, the Commission and Consultant shall negotiate an equitable adjustment to the Task Order pertinent to such Services.

2.3.3.2 Project Performance Standards

Consultant shall comply with the minimum standards and processes that are set forth in Schedule 1 "Performance Standards for Specified System Elements" (the "Performance Standards") with respect to the System to be provided pursuant to this Agreement, including any networks (e.g., the Fiber Network) as may be specified in a Task Order.

2.3.3.3 Operational Standards

Consultant shall comply with the operational standards relating to the Services as set forth in Schedule 2 "Operational Standards" (the "Operational Standards" and with the Performance Standards and the Software Platforms, the "Standards")." The Specifications for each Deliverable shall include the Standards to the extent applicable to such Deliverable.

2.4 Personnel

2.4.1 General. Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Consultant to the Commission and with written consent of the Executive Director, which consent the Executive Director will not withhold unreasonably.

2.4.2 Key Personnel. In selecting Consultant for this Agreement the Commission relied on the qualifications and experience of those persons identified by Consultant by name as performing the Services ("Key Personnel"). Consultant must not reassign or replace Key Personnel without the written consent of the Director, which consent the Director will not unreasonably withhold. The Director may at any time in writing notify Consultant that the Commission will no longer

accept performance of Services under this Agreement by one or more Key Personnel. Upon that notice Consultant must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Director. Consultant's Key Personnel are identified in Exhibit 6.

2.4.3 Background Checks. The Commission will determine which of Consultant's personnel must successfully complete a background check and drug screening in accordance with Exhibit 7, "Background Checks and Drug Screening," and in accordance with applicable law, before assignment to perform any Services. Consultant shall not allow any personnel who do not successfully complete the background check and/or drug screen to perform Services under the Agreement. In addition, the Commission, in its sole discretion, may require Consultant at any time, with notice, to cause certain Consultant personnel, or any group of Consultant's personnel performing a certain type of Service, to complete a drug screen test. Consultant shall not allow any personnel who do not successfully complete such drug screen tests to perform Services hereunder. Upon receipt of the drug test results, Consultant shall promptly advise the Commission as to whether any of the Consultant's personnel did not pass the test. Consultant will be responsible for claims by Consultant's personnel arising from or related to the drug testing of Consultant personnel. Consultant represents and warrants that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within the seven (7) years prior to employment, where permitted by law, and that all Consultant employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If circumstances arise that cause the Commission to reasonably believe an additional criminal background check and/or drug testing is necessary, Consultant agrees to conduct such a check and/or test on terms that are mutually acceptable to the Parties and compliant with applicable law. Commission acknowledges and agrees that in no event shall Consultant agree to waive the rights of its employees, nor will Consultant provide the Commission with any information protected by law, including, but not limited to, background check data and/or drug test results.

2.4.4 Salaries and Wages. Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll reductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the Commission may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 2.4 is solely for the benefit of the Commission and that it does not grant any third party beneficiary rights.

2.4.5 Prevailing Wages. To the extent that laborers, workers or mechanics are utilized to provide Services, Consultant must comply, and must cause all of the subcontractors to comply and insert appropriate provisions in their contract, with 820 ILCS 130/10.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborer, workers and mechanics employed by or on behalf of Consultant and all subcontractors in connection with any and all Services. Prevailing wages in effect at the time Services are performed apply without need to amend this Agreement.

2.4.6 Removal of Vendor Personnel. Notwithstanding anything in this Agreement to the contrary, Consultant shall, upon the Commission's written instruction, remove or cause to be removed from the Commission's account any of Consultant's personnel, or any Subcontractor personnel, who the Commission determines is unacceptable. Nothing herein shall give the Commission the right to affect the employment relationship between Consultant and any employee of Consultant, or between a Subcontractor and any employee of such Subcontractor.

If Consultant decides it must, for any reason, remove a member of Consultant's personnel from an engagement with the Commission, then Consultant shall, whenever practicable and as part of the Services, plan for the transition of such personnel's responsibilities to another individual with reasonably similar skills. Such transition plan shall include reasonable training (as part of the Services for no additional fee) of such Consultant personnel to assume the responsibilities of the departing personnel.

2.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Commission promulgated pursuant to Board Resolution No. 7406 and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Consultant's completed Schedules C-3 and D-3 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Authorized Commission Representative. Consultant must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-3 and D-3 or the percentages listed in them as applied to all payments received from the Commission. Consultant shall furnish specific MBE/WBE commitments for each Task Order.

2.6 Firms Owned or Operated by Individuals with Disabilities

The Commission encourages Consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

2.7 Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified in Exhibit 5 of this Agreement, or as such may be modified in a Task Order, insuring all operations related to this Agreement.

2.8 Indemnification

(a) As set forth herein, Consultant must defend, indemnify, keep and hold harmless the Commission, the City of Chicago and other System Users to which Services are provided, their respective officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or tangible property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Consultant's failure to perform or cause to be performed Consultant's covenants and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;
- (iv) the Commission's exercise of its rights and remedies under Section 7.2 of this Agreement; and
- (v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

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

(c) The Commission will provide Consultant prompt written notice of any claim or suit for which indemnification is sought hereunder. The Commission will cooperate with Consultant in its defense or settlement of all such claims or suits. Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses

incidental to them, but the Commission has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the Commission Corporation Counsel, if the settlement requires any action on the part of the Commission.

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

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the Commission are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

(f) In the event Consultant must indemnify the Commission pursuant to Section 2.8(a)(ii), Consultant's obligations shall be governed by Section 2.2.5 above.

(g) Except as set forth herein, Consultant's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the total amount of Fees paid or payable hereunder. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT THE PARTIES WILL NOT, EXCEPT AS SET FORTH HEREIN, BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE LICENSING OR USE OF SOFTWARE, OR THE PERFORMANCE OF SERVICES BY VENDOR PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. Notwithstanding the aforesaid, there shall be no limitation on the amount of liability and no exclusion of any types of damages for the following: (i) Motorola's willful misconduct, gross negligence, or fraud; (ii) any claims covered by insurance policies that Motorola is required to obtain or maintain under this Agreement (except that coverage limits of such policies shall apply); and (iii) Motorola's indemnification of Commission pursuant to Section 2.2.5.1 against claims for infringement of patents and copyrights.

2.9 Record Retention and Audits

(a) Record Retention

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

(ii) Consultant must maintain any such records including Deliverables not delivered to the Commission or demanded by the Commission for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without seeking authorization to dispose of the documents and receiving written approval from the Commission.

(b) Audits

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

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

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

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

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

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

B. If, however, the audit has revealed overcharges to the Commission representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Consultant must reimburse the Commission for the full cost of the audit and of each subsequent audit.

(vi) In no event shall Consultant be obligated to create or maintain any documents not created or maintained in the ordinary course of its business. Consultant reserves its rights available herein and under applicable law to seek protection or restrict disclosure of information it deems, in good faith, to be confidential or proprietary.

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

2.10 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the Commission, unless otherwise agreed by the Parties, and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the Commission. Further, all documents and other information provided to Consultant by the Commission are confidential and must not be made available to any other individual or organization without the prior written consent of the Commission. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

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

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

(d) Consultant acknowledges and agrees that the Deliverables required by the Commission pursuant to this Agreement include documents that the Commission will use to solicit bids for the construction of Commission projects. It is of the utmost importance to the Commission that any and all information pertinent to such bids not be divulged to any third parties prior to the opening of bids for the project in question. Consultants and its subcontractors, of any tier, are expressly prohibited from divulging any information that might materially impact a bid for a project to any person or individual that this not a party to this Agreement. Consultant acknowledges and agrees that its obligations to the Commission with respect to information pertinent to bidding is that of a fiduciary, and that the Commission will hold the Consultant to the standard of care of a fiduciary in this respect, provided that the Commission identifies, in writing, such information at the time of disclosure to Consultant as pertinent to bidding.

(e) Unless otherwise designated or agreed by the Authorized Commission Representative in writing, all Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to or by Consultant in connection with this Agreement (collectively, "Project Data") are confidential. Consultant agrees that, except as specifically authorized by the Commission in writing or as may be required by law, Project Data will be made available only to the Authorized Commission Representative and, on a need-to-know basis, Consultant's employees, Subcontractors, material suppliers and consultants. Consultant acknowledges that Project Data may contain information vital to the security of the City ("City Security Data"). If Consultant fails to safeguard the confidentiality of City Security Data, Consultant is liable for the reasonable costs of actions taken by the City, the Commission or the Department of Homeland Security ("DHS") that the applicable entity, in its sole discretion, determines to be necessary as a result, including, without limitation, the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Consultant with parties providing material, labor or services to complete the Services must contain the language of this Section 2.10. If Consultant fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this Section 2.10 are deemed incorporated in all Subcontracts or purchase orders.

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

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

(g) The Parties acknowledge and agree that certain Confidential Information, as defined above, is the property of the City of Chicago. The Parties further acknowledge and agree that their agreement with respect to each other and the City of Chicago regarding the disclosure of Confidential Information is as set forth in the Non-Disclosure Agreement, attached as Exhibit _ hereto, and incorporated herein by reference. To the extent that any terms or conditions of this Agreement conflict with the terms of such Non-Disclosure Agreement, the terms of the Non-Disclosure Agreement govern.

2.11 Assignments and Subcontracts

Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Commission. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Commission operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

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

Consultant, upon entering into any agreement with a Subcontractor, must furnish upon request of the Authorized Commission Representative a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Commission. If the agreements do not prejudice any of the Commission's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services. Consultant shall include a provision in any and all subcontracts that Consultant may enter into for the performance of Services that states that the subcontractor shall otherwise comply with the terms and conditions of this Agreement. In addition, each subcontract for the performance of Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the terms and conditions of the subcontract including, without limitation, the standard of performance, indemnity and insurance. Nothing in this Agreement nor any subcontract to this Agreement shall state, imply or be construed to state or imply that the Commission or City are indemnitors or insurers of Consultant or Consultant's subcontractors. Each subcontract shall further state that by executing such subcontract, the subcontractor consents to an assignment of the subcontract by the Consultant to the Commission upon the request of the Commission for such assignment.

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

Consultant acknowledges and agrees that in the event that Consultant fails to perform pursuant to the terms and conditions set forth in Section 2.13 below, the Commission may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the Commission had paid Consultant that amount directly. Such payment by the Commission to Consultant's Subcontractor under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the Commission and does not grant any third party beneficiary rights to the Subcontractor.

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

2.12 Subcontractor Payments

Consultant must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the Commission. The form can be downloaded from the Commission's website at www.pbcchicago.com. The form must be received by the Commission with each pay request submitted by the Consultant. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- **Total amount invoiced by the Consultant for the prior pay request;**
- **The name of each particular Subcontractor or supplier utilized during the pay request;**
- **Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;**
- **The vendor/supplier number of each Subcontractor or supplier;**
- **Total amount invoiced that is to be paid to each Subcontractor or supplier.**

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Agreement and Subcontractor has submitted an invoice to Consultant in a timely manner, the Consultant shall pay Subcontractor(s) for such work or materials within 14 days of the Consultant receiving payments from the Commission.

2.13 Prompt Payment

(a) Consultant must state the requirements of this prompt payment provision in all subcontracts and Purchase Orders. If Consultant fails to incorporate these provisions in all subcontracts and Purchase Orders, the provisions of this Section 2.14 are determined to be incorporated in all subcontracts and Purchase Orders. Consultant and its Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Consultant's participation and that of its Subcontractors on the project.

(b) Consultant must make payment to its Subcontractors within fourteen (14) days of receipt of payment from the Commission for each monthly invoice, but only if the Subcontractor has satisfactorily completed its Services in accordance with the Agreement and provided Consultant with all of the documents and information required of Consultant, including submitting Subcontractor's invoice to Consultant in a timely manner per the requirements of the subcontract. Consultant may delay or postpone payment for a progress payment when the Subcontractor's Services or materials do not comply with the requirements of the Agreement, and Consultant is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

(c) Consultant must make a final payment to its Subcontractors within fourteen (14) days after the

Subcontractor has satisfactorily completed all of its Services, provided that the Subcontractor has submitted its invoice and requisite supporting documents to Consultant in a timely manner per the terms of the subcontract. Consultant may delay or postpone payment if the Subcontractor's Services or materials do not comply with the requirements of the Agreement, Consultant has substantial grounds for and has acted reasonably in making the determination, and Consultant is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

(d) Consultant must make payment to Subcontractors so that they receive it within fourteen (14) days of receipt of payment from the Commission. Payment is deemed received by the Subcontractor at the time of hand delivery by Consultant, or three (3) calendar days after mailing by Consultant.

(e) To the extent feasible, to facilitate the flow of information to Subcontractor, the Commission will post at the Resident Engineer's office a list of Consultant's payment requests, including the Subcontractors identified in them, submitted to the Commission Comptroller for payment and the date of payments made to Consultant by the Commission.

(f) Consultant must not delay or refuse to timely submit pay requests for a Subcontractor's Services or materials. The Commission may construe such delay or refusal as Consultant's failure to act in good faith. "Timely", in this context, means within thirty (30) days after the portion of the Subcontractor's Services that the Subcontractor has invoiced have been provided or the materials delivered to the Commission (or off-site, if the Agreement permits payments for off-site delivery). In addition, Consultant must not delay or postpone payment for any undisputed portion of a Subcontractor's invoice or in connection with claims or disputes involving different pay requests on the same project or different projects.

(g) The Commission will withhold payment from Consultant when the Director determines that Consultant has not complied with this Section 2.14.

(h) These provisions do not confer any rights in Subcontractors against the Commission. Nothing in this section is to be construed to limit the rights of and remedies available to the Commission.

2.14 Warranties and Representations

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

(a) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

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

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

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

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

(f) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

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

2.15 Ethics

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

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

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

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

2.16 Joint and Several Liability

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

2.17 Business Documents

At the request of the Commission, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement to provide goods or services pursuant to this Agreement, as applicable.

2.18 Conflicts of Interest

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

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

(c) Upon the request of the Commission, Consultant must disclose to the Commission its past client list and the names of any clients with whom it has an ongoing relationship. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the Commission.

(d) Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as described in Section 2.11 of this Agreement. If the Commission, by the Director in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the Commission under this Agreement, Consultant must terminate such other services immediately upon request of the Commission.

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

Article 3. TERM OF PERFORMANCE

3.1 Term of Performance

This Agreement takes effect as of Jan. 1, 2011 ("Effective Date") and continues until Dec 31, 2013, or until this Agreement is terminated in accordance with its terms, whichever occurs first. Unless extended pursuant to the terms of Section 3.3 below, this Agreement terminates on the fifth anniversary of the Effective Date.

3.2 Timeliness of Performance

(a) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 2.1 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 3.2 may result in economic or other losses to the Commission.** Notwithstanding the foregoing, in no event shall Consultant be responsible or liable for losses or damages resulting from delays due to causes beyond its reasonable control.

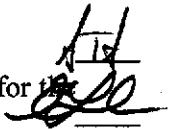
(b) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the Commission, nor is any party entitled to be reimbursed by the Commission, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the Commission; provided, however, that the Commission and Consultant may agree to amend a Task Order to provide for changes to the price or schedule attributable to delays caused by the Commission, the City, other System Users, or other contractors.

3.3 Agreement Extension Option

At any time before the expiration of this Agreement the Commission may elect to extend this Agreement for up to two (2) additional two-year periods to provide for ongoing Services.

Article 4. COMPENSATION

4.1 Basis of Payment

The Commission will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for  successful completion of the Services, or as otherwise agreed upon in a Task Order.

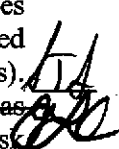
4.2 Method of Payment

(a) Payment for Equipment: Unless otherwise agreed to by the Parties in a Task Order, Equipment will be invoiced upon installation of the Equipment, on a monthly basis.

(b) Payment for Services: In the absence of a specific payment schedule for Services in a Task Order, such payment shall be due at the time Services are rendered, on a monthly basis.

(c) Invoices must be in such detail as the Commission requests. The Commission will process payment within thirty (30) days after receipt of invoices and all supporting documentation necessary for the Commission to verify the Equipment and/or Services provided. Commission will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. The reasonableness, allocability and permissibility of any costs and expenses charged by Consultant under this Agreement will be determined by the Authorized Commission Representative and the Director based upon Consultant's compliance with the requirements of the pertinent Task Order. In the event of a dispute between Consultant and the Commission as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the Services, or permissible, Consultant must, and the Commission may, jointly or individually, refer such dispute to the Authorized Commission representative in accordance with the Disputes section of this Agreement.

4.3 Source of Funds

The Commission has the right to change, supplement or otherwise modify the designated funding source from time to time, which may occur due to the availability of funds, terms of use of funds, or changes in the Commission's priorities. In the event the designated funding source changes during the Term or varies among different categories of Services under this Agreement, Consultant agrees that, upon reasonable notice to Consultant, the Agreement will be deemed modified to reflect any additional or different terms required in connection with the then-applicable funding source(s). ~~Exhibit __, "Funding Source Terms and Conditions," will be revised to include any such terms, and will be deemed, as revised, to be a part of this Agreement.~~  Such additional terms and conditions must be specified in the pertinent Task Order, and shall be agreed upon by the Parties prior to the execution of such Task Order.

4.4 Non-Appropriation

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

Article 5. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the Commission may bring any dispute arising under this Agreement which is not resolved by the parties to the Executive Director for decision based upon the written submissions of the parties. The Executive Director will issue a written decision and send it to the Consultant by mail. The decision of the Executive Director is final and binding. The sole and exclusive remedy to challenge the decision of the Executive Director is judicial review by means of a common law writ of certiorari.

Article 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Consultant must observe and comply with all prevailing interpretations of applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or through project completion and whether or not they appear in this Agreement, including those set forth in this Article 6, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4.

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

6.2 Nondiscrimination

(a) Consultant

In performing its Services under this Agreement, Consultant must comply with applicable laws prohibiting discrimination against individuals and groups.

(i) Federal Requirements

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

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. " 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. "621-34; Rehabilitation Act of 1973, 29 U.S.C. " 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. '12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

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

(iii) Local Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable Commission ordinances and rules. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(b) **Subcontractors**

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

6.3 Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility

Consultant covenants that all designs, plans and drawings produced or utilized under this Agreement will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Consultant ural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Consultant must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Consultant must, prior to construction, review the plans and specifications to insure compliance with these standards. If Consultant fails to comply with the foregoing standards, the Commission may, without limiting any of its remedies set forth in Section 8.2 or otherwise available at law, in equity or by statute, require Consultant to perform again, at no expense, all Services required to be re-performed as a direct or indirect result of such failure.

6.4 Business Relationships with Elected Officials

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

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the Commission; (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" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the Commission.

6.5 Chicago Living Wage Ordinance

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

(i) If Consultant has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Consultant must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

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

(c) As of July 1, 2010, the base wage is \$11.03 per hour. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the Commission with documentation acceptable to the Authorized Commission Representative demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the Commission's request for such documentation. The Commission may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a Commission contract or subcontract for up to 3 years.

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

6.6 Inadvertent Omission of Laws

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

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

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

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

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

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

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

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Authorized Commission Representative may reject Consultant's bid.

For purposes of this provision:

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

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

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

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

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

6.8 Environmental Requirements

(a) **General.** Consultant recognizes that many Federal, State and Commission laws imposing environmental and resource conservation requirements may apply to this Agreement. Some, but not all, of the major laws that may affect the Agreement include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §§7401 *et seq.* and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §§6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§9601 *et seq.* Consultant also recognizes that U.S. Environmental Protection Agency, U.S. Department of Transportation, the Illinois Environmental Protection Agency, the Commission and other government agencies have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect this Agreement. Thus, Consultant must adhere to, and impose on its Subcontractors, any and all such requirements as the Federal, State and Commission governments may now or in the future promulgate. Requirements of particular concern are listed below. Consultant acknowledges that this list does not constitute Consultant's entire obligation to meet all government environmental and resource conservation requirements. Without limiting Consultant's obligation to impose on its Subcontractors all Federal, State and Commission requirements (as stated above), Consultant must include the following provisions in all subcontracts.

(b) **Environmental Protection.** Consultant must comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 *et seq.* in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; United States Department of Transportation statutory requirements on environmental matters at 49 U.S.C. §5324(b); Council of Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and United States Department of Transportation regulations, "Environmental Impact and Related Procedures", 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(c) **Air Quality.** Consultant must comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§401 *et seq.* Specifically, Consultant must comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. Consultant must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the Commission and the appropriate U.S. EPA Regional Office.

(d) **Clean Water.** Consultant must comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 *et seq.* Consultant must report and require each

Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the Commission and the appropriate U.S. EPA Regional Office.

(e) **List of Violating Facilities.** Consultant must not use any facility in the performance of this Agreement or benefit any facility through the performance of this Agreement that is listed on the U.S. EPA List of Violating Facilities ("List"), and Consultant must promptly notify the Commission if Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(f) **Energy Policy and Conservation Act.** To the extent applicable, Consultant must comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

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

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements;
- 11-4-1560 Screening requirements; and
- 11-4-1905 Construction or demolition site waste recycling

During the period while this Agreement is executory, Consultant's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Authorized Commission Representative. Such breach and default entitles the Commission to all remedies under the Agreement, at law or in equity.

This section does not limit the Consultant's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the Commission as grounds for the termination of this Agreement, and may further affect the Consultant's eligibility for future contract awards.

6.9 Federal Terrorist (No-Business) List

Consultant warrants and represents that neither Consultant nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the Commission may not do business under any applicable law, rule, regulation or judgment.

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

6.10 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the Commission in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the Commission for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the Commission sustains because of the person's violation of this section. A person who violates this section shall also be liable for the Commission's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the Commission for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

Article 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

7.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the Commission.

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

(i) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(ii) Failure to perform the Services in a manner reasonably satisfactory to the Director or the Authorized Commission Representative or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(iii) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(iv) Discontinuance of the Services for reasons within Consultant's reasonable control; and

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

(c) Any change in ownership or control of Consultant without the prior written approval of the Authorized Commission Representative, which approval the Authorized Commission Representative will not unreasonably withhold.

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

(e) Failure to comply with Section 6.1 in the performance of the Agreement.

(f) Consultant's repeated or continued violations of Commission ordinances unrelated to performance under the Agreement that in the opinion of the Authorized Commission Representative indicate a willful or reckless disregard for Commission laws and regulations.

7.2 Remedies

(a) **Opportunity to Cure.** The occurrence of any event of default permits the Commission, at the Commission's sole option, to declare Consultant in default. The Authorized Commission Representative may, in his sole discretion, give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days. Whether to declare Consultant in default is within the sole discretion of the Commission and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

- (1) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the Commission would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the Commission as agent for Consultant under this Section 8.2;
- (2) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the Commission;
- (3) The right of specific performance, an injunction or any other appropriate equitable remedy;
- (4) The right to money damages;
- (5) The right to withhold all or any part of Consultant's compensation under this Agreement;
- (6) The right to deem Consultant non-responsible in future Agreements to be awarded by the Commission.

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

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

(d) **No Self-Help by Consultant.** Consultant may not withhold performance of the Services for non-payment or any other reason. Withholding Services to gain leverage in negotiating or settling claims against the Commission constitutes bad faith on the part of Consultant. This provision is not intended to prohibit Consultant from exercising its professional judgment in carrying out its obligations under this Agreement.

(e) **Non-Liability of Public Officials.** Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the Commission personally with any liability or expenses of defense or hold any official, employee or agent of the Commission personally liable to them under any term or provision of this Agreement or because of the Commission's execution, attempted execution or any breach of this Agreement.

7.3 Early Termination

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

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The Commission and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

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

7.4 Suspension

The Commission may at any time request that Consultant suspend its Services, or any part of them, by giving 15

days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Authorized Commission Representative and such equitable extension of time as may be mutually agreed upon by the Authorized Commission Representative and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

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

7.5 Right to Offset

- (a) In connection with performance under this Agreement:

The Commission may offset any excess costs incurred:

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

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

- (b) In connection with Section 2-92-380 of the Municipal Code of Chicago:

(i) and in addition to any other rights and remedies (including any of set-off) available to the Commission under this Agreement or permitted at law or in equity, the Commission is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Consultant to the Commission. For purposes of this Section 8.5, "**outstanding parking violation complaint**" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "**Debt**" means a specified sum of money owed to the Commission for which the period granted for payment has expired.

(ii) notwithstanding the provisions of subsection 8.5(b)(i) above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

- A. Consultant has entered into an agreement with the Department of Revenue, or other appropriate Commission department, for the payment of all outstanding parking violation complaints and/or debts owed to the Commission and Consultant is in compliance with the agreement; or
- B. Consultant is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

C. Consultant has filed a petition in bankruptcy and the debts owed the Commission are dischargeable in bankruptcy.

(c) In connection with any liquidated or unliquidated claims against Consultant:

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

Article 8. GENERAL CONDITIONS

8.1 Entire Agreement

(a) **General**

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

(b) **No Collateral Agreements**

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

Notwithstanding the aforesaid, the parties agree that additional terms and conditions, including but not limited to insurance requirements, equipment lists, statements of work, statements of warranty, fee schedules, and other technical and implementation requirements may be added pursuant to agreement by the Parties in a Task Order.

(c) **No Omissions**

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

8.2 Counterparts

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

8.3 Amendments

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Executive Director, and Authorized Commission Representative of the Commission or their respective successors and assigns. The Commission incurs no liability for Additional Services without a written amendment to this Agreement under this Section 8.3.

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

8.4 Governing Law and Jurisdiction

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

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

8.5 Severability

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

8.6 Assigns

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

8.7 Cooperation

Consultant must at all times cooperate fully with the Commission and act in the Commission's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection

with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Commission in connection with the termination or expiration.

8.8 Waiver

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

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

8.9 Independent Consultant

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

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

(a) Unless agreed otherwise by the Parties in writing or required by applicable law or by a final order of judgment by a court of competent jurisdiction, the Commission will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

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

(c) The Commission is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

Article 9. NOTICES

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

If to the Commission: Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington Street, Room 200
Chicago, Illinois 60602
Attention: Executive Director

With Copy to: Neal & Leroy, LLC
203 North LaSalle Street
Suite 2300

Chicago, Illinois 60601
Attention: Langdon D. Neal

If to Consultant: Motorola, Inc.
1301 East Algonquin Road
Schaumburg, Illinois 60196
Attention: Mark Swink – Project Manager

With Copy to: Motorola, Inc.
Law Department – EMS
1301 East Algonquin Road, SH5
Schaumburg, Illinois 60196
Attention: Commercial Counsel

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

Article 10. AUTHORITY

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

[Signature page follows.]

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

PUBLIC BUILDING COMMISSION OF CHICAGO

By:

Richard M. Daley
Richard M. Daley, Chairman

Edgwick Johnson
Edgwick Johnson, Secretary

General Counsel

Approved as to Form and Legality:

Neal & Leroy, LLC
Neal & Leroy, LLC

CONSULTANT: Motorola, Inc. _____

By:

Scott Schoepel

Its:

MSSI Vice President

Attest:

Pamela S. Falada

State of Illinois
County of Cook

This instrument was acknowledged before me on 30th December 2010 (date) by Scott Schoepel

(name/s of person/s) as MSSI Vice President (type of authority, e.g., officer, trustee, etc.) of _____

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

Pamela S. Falada
(Signature of Notary Public)

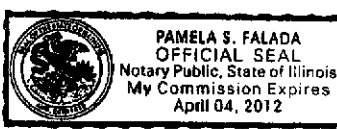


Exhibit 1

Motorola Software License Agreement

A. SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and the Public Building Commission of Chicago, a municipal corporation and unit of local government existing under the Constitution of the State of Illinois ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

II. Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

III. Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine

whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

IV. Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

V. Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to

Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

VI. Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

VII. Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development,

marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

VIII. Section 10 CONFIDENTIALITY

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

IX. Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

X. Section 12 NOTICES

Notices are described in the Primary Agreement.

XI.

XII. Section 13 GENERAL

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

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

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit 2

Schedule of Compensation

PUBLIC BUILDING COMMISSION OF CHICAGO
 REQUEST FOR QUALIFICATIONS
 FOR
 SECURITY SYSTEM INTEGRATION SERVICES
 FOR
 OEMC CAMERA INFRASTRUCTURE PROGRAM – PS1836

ATTACHMENT C - SCHEDULE OF HOURLY RATES FOR SERVICES
ATTACHMENT C – SCHEDULE OF HOURLY RATES IS TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.

Complete the following Hourly Rate table and provide various hourly rates for the staff who will work on Category A and B type projects. The hourly rates shall be fully loaded including but not limited to; direct labor costs, fringe benefits, indirect costs, administrative costs, overhead and profit. Hourly rates are subject to review and revision during the five (5) year contract period.

Task Item	Unit	Hourly Rates
Category A: Camera Infrastructure		Final
Project Management		
Project Manager	Per Hour	\$200
Assistant Project Manager	Per Hour	\$143
Clerical/Administrative Staff	Per Hour	\$71
Design		
Video Architect	Per Hour	\$210
CBRNe architect/specialist	Per Hour	\$265
Certified Network Engineer	Per Hour	\$200
Network Technician	Per Hour	\$85
IT Specialist I	Per Hour	\$85
IT Specialist II	Per Hour	\$103
IT Specialist III	Per Hour	\$133
Installation Technician	Per Hour	\$142
Architect	Per Hour	\$140
Electrical Engineer	Per Hour	\$150
Mechanical Engineer	Per Hour	\$150
Civil Engineer	Per Hour	\$145
Structural Engineer	Per Hour	\$156
CAD Technician	Per Hour	\$85
Construction / Installations		
Electrician – Apprentice – Straight Time	Per Hour	
Electrician – Apprentice – with Shift Differential	Per Hour	
Electrician – Apprentice – Time and One Half	Per Hour	
Electrician – Apprentice – Double Time	Per Hour	
Electrician – Journeyman – Straight Time	Per Hour	



Electrician Journeyman – with Shift Differential	Per Hour	
Electrician Journeyman – Time and One Half	Per Hour	
Electrician Journeyman – Double Time	Per Hour	
Electrician – Foreman – Straight Time	Per Hour	
Electrician Foreman – with Shift Differential	Per Hour	
Electrician Foreman – Time and One Half	Per Hour	
Electrician Foreman – Double Time	Per Hour	
Electrician –General Foreman – Straight Time	Per Hour	
Electrician General Foreman – with Shift Differential	Per Hour	
Electrician General Foreman – Time and One Half	Per Hour	
Electrician General Foreman – Double Time	Per Hour	
Construction Laborer	Per Hour	
Back Hoe Operator	Per Hour	
Other Title: Electrician Helper/Groundman - Straight Time	Per Hour	
Other Title: Electrician Helper/Groundman – with Shift Differential	Per Hour	
Other Title: Electrician Helper/Groundman – Time and One Half	Per Hour	
Other Title: Electrician Helper/Groundman – Double Time	Per Hour	
Other Title: Historic Preservation Architect	Per Hour	
Other Title: 3-D Modeler	Per Hour	
Other Title:	Per Hour	
Other Title:	Per Hour	

*Rates are valid for one year after contract execution, Rates beyond the first year will be subject to adjustments as mutually agreed to prior to contract execution.

Motorola, Inc. agrees to Services as detailed in the Section III- Nature of Service for the Hourly Rates indicated above. Date: July 15, 2010.

(Signature)

Scott Schoepel, MSSI Vice President
(Printed Name and Title)



Motorola Confidential Restricted
 Use or disclosure of this proposal is
 subject to the restrictions on the title page

Public Building Commission of Chicago
 OEMC Camera Infrastructure Program
 July 15, 2010

Exhibit 3

MBE/WBE Special Conditions and Schedules

11.2 Attachment E – Special Conditions for M/WBE

4.5.5 ATTACHMENT E – SPECIAL CONDITIONS FOR M/WBE

Attachment E – Special Conditions for M/WBE is provided on the following pages.



Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Public Building Commission of Chicago
OEMC Camera Infrastructure Program
July 15, 2010

ATTACHMENT E
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

a. **Policy Statement**

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

b. **Aspirational Goals**

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to certified WBEs.
- b. The Professional Service Provider must agree to use its best efforts to award a minimum of 25% of the contract dollar value of this Contract to certified MBEs and 5% of the contract value of this Contract to certified WBEs.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

c. **Definitions**

- a. For purposes of this Special Condition, the following definitions applies:
 - (a) (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Supplier Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (b) (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Supplier Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (c) (3) "Professional Service Contract" means a contract for professional services of any type.
 - (d) (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and

anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

- (e) (5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (f) (6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.
 - (g) (7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
 - (h) (8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
 - (i) (9) "Minority" means:
 - a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
 - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and
 - b. Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.
 - (j) (10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.
 - (k) (11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.
 - (l) (12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.
- d. Determining MBE/WBE Utilization
- The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such

participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (a) (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (b) (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.
- e. Submission of Proposals
 - a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (a) (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (b) (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (c) (3) Schedule C: Letter of Intent to Perform as a subconsultant, SubCompany, or Material Supplier,

Schedule C, executed by the MBE/WBE firm (or Joint Venture subconsultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

- (d) (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.
- f. Evaluation of Compliance Proposals
 - a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
 - b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
 - c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE Staff or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- g. Request for Waiver
 - a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
 - b. Good Faith efforts to achieve participation include but are not limited to:
 - (a) (1) Attendance at the Pre-proposal conference;
 - (b) (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (c) (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-Staff;
 - (d) (4) Timely notification of specific sub-Staff to minority and woman assistance agencies and associations;
 - (e) (5) Description of direct negotiations with MBE and WBE firms for specific sub-Staff, including:

- i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
- (f) (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
- (g) (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
- (h) (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- (i) (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:
 - (a) (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;
 - (b) (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.
- h. Failure To Achieve Goals
 - a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or her designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:
 - (a) (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (b) (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (c) (3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.
 - (d) (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting proposals to meet the goals.
 - (e) (5) Making a portion of the work available to MBE or WBE subconsultant and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub-Staff and suppliers, so as to facilitate meeting the goals.

- (f) (6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - (g) (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - (h) (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Professional Service Provider.
 - (i) (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (j) (10) Effectively using the services of the Commission; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director .
- i. Reporting and Record-Keeping Requirements
- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE subconsultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
 - b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
 - c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-Staff.
- j. Disqualification of MBE or WBE
- The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-Staff status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
- a. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-Staff or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.
- k. Prohibition On Changes To MBE/WBE Commitments
- The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or

substitute such MBE or WBE sub-Staff without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

I. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - (a) (1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
 - (b) (2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its proposal; or h) decertification of the subconsultant as MBE or WBE.
 - (3) The Professional Service Provider's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Professional Service Provider; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
 - (c) The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.
 - (d) (4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
 - (e) (5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE/WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
- b. The Executive Director will not approve extra payment for escalated costs incurred by the Professional Service Provider when a substitution of sub-Staff becomes necessary for the Professional Service Provider in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional

circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Professional Service Provider to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

m. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

n. Severability

If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

- 1. Name of joint venture N/A
- 2. Address of joint venture _____

- 3. Phone number of joint venture _____
- 4. Identify the firms that comprise the joint venture

A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

D. Describe any loan agreements between joint venturers, and identify the terms thereof.

SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

A. Purchasing of major items or supplies

B. Supervision of field operations

C. Supervision of office personnel

D. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

E. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the joint venture.

2. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Company if the joint venture is a subconsultant.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

On this _____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Security System Integration Services for OEMC Camera Infrastructure Program

Project Number: PS1836

FROM:

Quantum Crossings, LLC MBE WBE
(Name of MBE or WBE)

TO:

Motorola and Public Building Commission of Chicago
(Name of Professional Service Provider)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated May 21st, 2010. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Security Camera and Network Installation and Maintenance Services

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Staff.

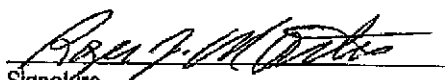
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Staff.

If MBE/WBE subCompany will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subCompany's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Quantum Crossings, LLC
Name of MBE/WBE Firm (Print)
7/6/2010
Date
312-467-0065


Signature
Roger J. Martinez - President & CEO
Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: OEMC Camera Infrastructure Program

Project Number: PS1836

FROM:

Fullerton Engineering Consultants MBE WBE
(Name of MBE or WBE)

TO:

Motorola and Public Building Commission of Chicago
(Name of Professional Service Provider)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 5/14/10. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Engineering services - civil, electrical, structural

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

TBD

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

TBD

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Staff.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Staff.

If MBE/WBE subCompany will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subCompany's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Fullerton Engineering Consultants

Name of MBE/WBE Firm (Print)

7/14/10

Date

(847) 292-0200

Phone

Signature

Henry M. Bellagamba

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Security System Integration Services for OEMC
Project Number: PS1836 Camera Infrastructure Program

FROM: Chicago Communications, LLC MBE _____ WBE X
(Name of MBE or WBE)

TO: Matorada, Inc and Public Building Commission of Chicago
(Name of Professional Service Provider)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor ✓ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated Dec. 1, 2009 in addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Installation and Maintenance Services

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Staff.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Staff.

If MBE/WBE subCompany will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subCompany's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Chicago Communications, LLC

Name of MBE/WBE Firm (Print)

7-13-2010

Date

630-832-3311

Phone

Cynthia A. Glashagel
Signature
Cynthia A Glashagel
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Security System Integration Services for OEMC Camera Infrastructure Program

Project Number: PS1836

FROM:

Globetrotters Engineering Corporation MBE X WBE _____
(Name of MBE or WBE)

TO:

Motorola, Inc. and Public Building Commission of Chicago
(Name of Professional Service Provider)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 28, 2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Engineering Services.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

TBD

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Staff.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Staff.

If MBE/WBE subCompany will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subCompany's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Globetrotters Engineering Corporation


Name of MBE/WBE Firm (Print)

July 13, 2010

Date

(312) 922-6400

Phone


Signature
Michael J. McMurray, Chief Operating Officer
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE WBE Non-MBE/WBE

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 28, 2009

Niranjan Shah, President
Globetrotters Engineering Corporation
300 South Wacker Driver Suite 400
Chicago, Illinois 60606

Dear Mr. Shah:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until **December 1, 2009.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

**Professional Design Firm (ARC/PE/SE);
Engineering Services and Consulting;
Construction and Building Inspection Services;
Drafting Services; Surveying Services; Interior Design Services;
Computer Systems Design; Management Consulting;
Project Management Services**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/cc



From: "Office of Compliance/Supplier Diversity [City of Chicago]"
<supplierdiversity@cityofchicago.org>
Date: Wed, 2 Jun 2010 08:13:18 -0500
To: Niranjan Shah<marketing@gec-group.com>
Subject: Chicago Outreach Notification: Certification Extension Notice



CITY OF CHICAGO
OFFICE OF COMPLIANCE

-- REMINDER NOTICE -- REMINDER NOTICE -- REMINDER NOTICE --

To: Niranjan Shah
Re: Globetrotters Engineering Corporation D/b/a Gec Design Group D/b/a Globetrotters Group

Dear Niranjan Shah:

This letter is to inform you that the City of Chicago has extended your status as an MBE/WBE/BEPD until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

The Office of Compliance
City of Chicago - Office of Compliance

This message was sent to: "Niranjan Shah"
Sent on: 6/2/2010 8:13:18 AM
System ReferenceID: 2672701

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(1 of 2)

Name of Project: Security System Integration Services for OEMC

STATE OF ILLINOIS } Camera Infrastructure Program - PS1836

COUNTY OF COOK } SS

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
MSSI Vice President

Title

and duly authorized representative of
Motorola, Inc.

Name of Professional Service Provider

whose address is

1301 E. Algonquin Rd.

in the City of Schaumburg, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Company for the Project.

Name of MBE/WBE Company	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Quantum Crossings LLC.	Installation & Maintenance Services	\$ TBD	\$
Globetrotters Engineering	Engineer	\$ TBD	\$
Fullerton Engineering Consultants	Engineer	\$ TBD	\$
Chicago Communications LLC.	Installation	\$	\$ TBD
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		25 %	5 %

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Staff.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Staff.

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(2 of 2)

If MBE/WBE subconsultant will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subconsultant's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

Motorola, Inc.

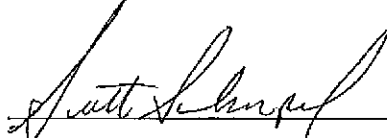
Name of Professional Service Provider (Print)

July 14, 2010

Date

847.538.6327

Phone



Signature

Scott Schoepel

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone/FAX

Exhibit 4

Economic Disclosure Statement and Affidavit

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

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Motorola, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

OR

3. a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party:

1301 E. Algonquin Road

Schaumburg, IL 60196

C. Telephone: 847-833-0312 Fax: 847-538-6020 Email: john.kedzierski@motorolasolutions.com

D. Name of contact person: John Kedzierski

E. Federal Employer Identification No. (if you have one): 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 of property, if applicable):

Security System Integration Services for OEMC Camera Infrastructure Program

G. Which City agency or department is requesting this EDS? The Public Building Commission
of Chicago

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|--|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input checked="" type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |
-

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

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".

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
<u>Alliance Bernstein LP</u>	<u>1345 Avenue of Americas, New York, NY 10105</u>	<u>7.50%</u>
<u>Carl C. Icahn & related entities</u>	<u>767 Fifth Avenue, 47th Floor New York, NY 10153-0023</u>	<u>8.79%</u>
<u>Dodge & Cox, inc.</u>	<u>555 California St., 40th Floor, San Francisco, CA 94104</u>	<u>9.93%</u>

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, 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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	--

Jerry Joyce	10258 S. Western Chicago, IL	Consultant	
-------------	---------------------------------	------------	--

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. 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;
- b. 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;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. 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
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; 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 Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

- a. 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;
- b. 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
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, 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.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

See Clarifications for B1 attached.

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

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

2. If the Disclosing Party IS a financial institution, then the Disclosing Party 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 Disclosing Party 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 Disclosing Party certified to the above statements.

D. 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 D.

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 or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity 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 D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.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
N/A		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

 x 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

N/A

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

Jerry Joyce

(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 Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity 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.

3. The Disclosing Party 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 A.1. and A.2. above.

4. The Disclosing Party 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".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. 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

2. 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

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

N/A

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party 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 Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. 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 persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at 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 Disclosing Party must comply fully with the applicable ordinances.

C. 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 or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. 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 Disclosing Party 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.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2. If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3. If the Disclosing Party is the Applicant, the Disclosing Party 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 F.1. and F.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

Motorola, Inc.

(Print or type name of Disclosing Party)

By: 

(Sign here)

Kelly Kirwan

(Print or type name of person signing)

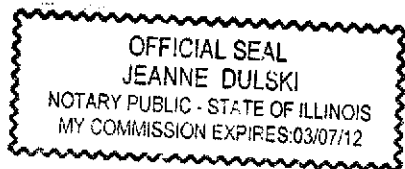
Corporate Vice President

(Print or type title of person signing)

Signed and sworn to before me on (date) 12-28-10,
at COOK County, IL (state).

Jeanne Dulski Notary Public.

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 to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: 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 executive officers of the Disclosing Party listed in Section II.B.1.a., 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.

N/A

MOTOROLA, INC.

**ATTACHMENT TO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT REGARDING
DODGE & COX AND ALLIANCEBERNSTEIN L.P.**

Dodge & Cox; 555 California Street, 40th Floor; San Francisco, CA 94104, a registered investment adviser, as of September 30, 2008, owns more than 7.5%, but less than 22.5%, beneficially for its third party investors.

Pursuant to Rule 2(c) of the Rules Regarding Economic Disclosure Statement and Affidavit ("EDS") promulgated pursuant to Section 2-154-050 of the Municipal Code, Dodge & Cox may in lieu of an EDS, provide a copy of its most recent Form ADV and its most recent amendment thereto. Accordingly, attached hereto is Dodge & Cox's Form ADV Part 1 (which was downloaded December 6, 2010 from http://www.adviserinfo.sec.gov/IAPD/Content/lapdMain/lapd_SiteMap.aspx).

AllianceBernstein L.P.; 1345 Avenue of the Americas; New York, NY 10105, a registered investment adviser, as of February 5, 2009, owns more than 7.5%, but less than 22.5%, beneficially for its third party investors.

Pursuant to the Rule 2(c) of the Rules Regarding Economic Disclosure Statement and Affidavit promulgated pursuant to Section 2-154-050 of the Municipal Code, AllianceBernstein L.P. may in lieu of an EDS, provide a copy of its most recent Form ADV and its most recent amendment thereto. Accordingly, attached hereto is AllianceBernstein L.P.'s Form ADV Part 1 (which was downloaded December 6, 2010 from http://www.adviserinfo.sec.gov/IAPD/Content/lapdMain/lapd_SiteMap.aspx).

10-K 1 a2196244z10-k.htm 10-K

Use these links to rapidly review the document
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2009

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File number 1-7221

MOTOROLA, INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State of Incorporation)

36-1115800
(I.R.S. Employer Identification No.)

1303 East Algonquin Road, Schaumburg, Illinois 60196
(Address of principal executive offices)

(847) 576-5000
(Registrant's telephone number)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class
Common Stock, \$.01 Par Value per Share

Name of Each Exchange on Which Registered
**New York Stock Exchange
Chicago Stock Exchange**

Item 3: Legal Proceedings

Howell v. Motorola, Inc., et al.

A class action, *Howell v. Motorola, Inc., et al.*, was filed against Motorola and various of its directors, officers and employees in the United States District Court for the Northern District of Illinois ("Illinois District Court") on July 21, 2003, alleging breach of fiduciary duty and violations of the Employment Retirement Income Security Act ("ERISA"). The complaint alleged that the defendants had improperly permitted participants in the Motorola 401(k) Plan (the "Plan") to purchase or hold shares of common stock of Motorola because the price of Motorola's stock was artificially inflated by a failure to disclose vendor financing to Telsim Mobil Telekomunikasyon Hizmetleri A.S. ("Telsim") in connection with the sale of telecommunications equipment by Motorola. Telsim had subsequently defaulted on the payment of approximately \$2 billion of such vendor financing, approximately half of which the Company has recovered to date. The plaintiff sought to represent a class of participants in the Plan and sought an unspecified amount of damages. On September 30, 2005, the Illinois District Court dismissed the second amended complaint filed on October 15, 2004 (the "Howell Complaint"). Three new purported lead plaintiffs subsequently intervened in the case, and filed a motion for class certification seeking to represent a class of Plan participants. The class as certified includes all Plan participants for whose individual accounts the Plan purchased and/or held shares of Motorola common stock from May 16, 2000 through May 14, 2001, with certain exclusions. The court granted leave to defendants to appeal the class certification and granted leave to lead plaintiff Howell to appeal an earlier dismissal of his individual claim. Each party filed those appeals. On June 17, 2009, the Illinois District Court granted summary judgment in favor of all defendants on all counts. On June 25, 2009, the Seventh Circuit Court of Appeals (the "Seventh Circuit") dismissed as moot defendants' class certification appeal and stayed Howell's appeal. On July 14, 2009, plaintiffs appealed the summary judgment decision. By order of the Seventh Circuit on August 17, 2009, Howell's individual appeal and plaintiffs' appeal of the summary judgment decision (now cited as *Howell v. Motorola, Inc. et al.* and *Lingis et al. v. Rick Dorazil et al.*) have been consolidated with *Spano et al. v. Boeing Company et al.* and *Beesley et al. v. International Paper Company* for argument and decision.

Silverman/Williams Federal Securities Lawsuits and Related Derivative Matters

A purported class action lawsuit on behalf of the purchasers of Motorola securities between July 19, 2006 and January 5, 2007, *Silverman v. Motorola, Inc., et al.*, was filed against the Company and certain current and former officers and directors of the Company on August 9, 2007, in the United States District Court for the Northern District of Illinois. The complaint alleges violations of Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934, as well as, in the case of the individual defendants, the control person provisions of the Securities Exchange Act. The factual assertions in the complaint consist primarily of the allegation that the defendants knowingly made incorrect statements concerning Motorola's projected revenues for the third and

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fourth quarter of 2006. The complaint seeks unspecified damages and other relief relating to the purported inflation in the price of Motorola shares during the class period. An amended complaint was filed December 20, 2007, and Motorola moved to dismiss that complaint in February 2008. On September 24, 2008, the district court granted this motion in part to dismiss Section 10(b) claims as to two individuals and certain claims related to forward looking statements, among other things, and denied the motion in part. On August 25, 2009, the district court granted plaintiff's motion for class certification.

In addition, on August 24, 2007, two lawsuits were filed as purportedly derivative actions on behalf of Motorola, *Williams v. Zander, et al.*, and *Cinotto v. Zander, et al.*, in the Circuit Court of Cook County, Illinois against the Company and certain of its current and former officers and directors. These complaints make similar factual allegations to those made in the *Silverman* complaint and assert causes of action for breach of fiduciary duty, abuse of control, gross mismanagement, waste of corporate assets and unjust enrichment. The complaints seek unspecified damages associated with the alleged loss to the Company deriving from the defendants' actions and demand that Motorola make a number of changes to its internal procedures. An amended complaint was filed on December 14, 2007. On January 27, 2009, Motorola's motion to dismiss the amended complaint was granted in part and denied in part.

St. Lucie County Fire District Firefighters' Pension Trust Fund Securities Class Action Case

A purported class action lawsuit on behalf of the purchasers of Motorola securities between December 6, 2007 and January 22, 2008, *St. Lucie County Fire District Firefighters' Pension Fund v. Motorola, Inc., et al.*, was filed against the Company and certain current and former officers and directors of the Company on January 21, 2010, in the United States District Court for the Northern District of Illinois. The complaint alleges violations of Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934, as well as, in the case of the individual defendants, the control person provisions of the Securities Exchange Act. The primary factual assertions in the complaint are that the defendants knowingly or recklessly made materially misleading statements concerning Motorola's financial projections and sales demand for Motorola phones during the class period. The complaint seeks unspecified damages and other relief relating to the purported inflation in the price of Motorola shares during the class period.

Grossman v. Motorola et al. and Orlando v. Motorola et al. ERISA Class Action Cases

Two purported class action lawsuits on behalf of all participants in or beneficiaries of the Motorola 401(k) Plan (the "Plan") between July 1, 2007 and the present and whose accounts included investments in Motorola stock, *Joe M. Grossman v. Motorola, Inc. et al.* and *Angelo W. Orlando v. Motorola, Inc. et al.*, were filed against the Company and certain current and former officers, directors, and employees of the Company, the Motorola 401(k) Plan Committee, the Advisory Committee of Motorola and other unnamed defendants on February 10, 2010, in the United States District Court for the Northern District of Illinois. The identical complaints allege violations of Sections 404 and 405 of the Employee Retirement Income Security Act of 1974 ("ERISA"). The primary claims in the complaints are that, in connection with alleged incorrect statements concerning Motorola's financial projections and demand for Motorola phones during the class period, various of the defendants failed to prudently and loyally manage the Plan by continuing to offer Motorola stock as a Plan investment option, failed to provide complete and accurate information regarding the performance of Motorola stock to the Plan's participants and beneficiaries, failed to avoid conflicts of interest, and/or failed to monitor the Plan fiduciaries. The complaints seek unspecified damages and other relief relating to the purported losses to the Plan and individual participant accounts.

Motorola is a defendant in various other suits, claims and investigations that arise in the normal course of business. In the opinion of management, the ultimate disposition of the Company's pending legal proceedings will not have a material adverse effect on the Company's consolidated financial position, liquidity or results of operations.

MOTOROLA, INC.

**ATTACHMENT TO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
FOR SECTION V (CERTIFICATIONS), SUBSECTION B6**

CLARIFICATIONS FOR SUBSECTION B1

All the certifications are made to the best of Motorola's knowledge and belief.

Motorola is a Fortune 100 company with tens of billions of dollars in annual sales, employing thousands of employees worldwide and having more than one hundred thousand (100,000) shareholders. As is normal for such companies, Motorola and its subsidiaries and their officers and directors have been a party to hundreds of civil lawsuits over the last ten (10) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. A copy of the cover page and of the relevant "Legal Proceedings" section of Motorola's most recently filed 10-K is attached. Since the 10-K contains only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which Motorola or its subsidiaries are presently involved. Motorola asserts that, to the best of its knowledge and belief, it and its subsidiaries and their directors, and officers, have not been convicted in a criminal proceeding or named as a subject in a pending criminal proceeding (excluding traffic violations and other minor offences) since the disclosures provided in the Annual Statement under the Securities and Exchange Act of 1934 and the Form 10-K for the previous year. The 10-K lists only those litigation matters that are deemed to be "material" for public disclosure under SEC rules. Thus, the 10-K may not list all litigation in which Motorola or its subsidiaries are involved.

However, in June, 2004, Symbol Technologies, Inc., a subsidiary of Motorola, entered into settlement agreements with the Department of Justice and the Securities and Exchange Commission. These settlement agreements were the result of accounting irregularities directed by former management of the Company over a several year period ending in 2002. As part of those agreements, Symbol made a payment of \$40 million to the United States Postal Inspection Service Consumer Fraud Fund and a restitution fund of purchasers of Symbol common stock. Symbol itself was not charged, prosecuted or indicted for any crimes, but, several members of Symbol's former management, none of whom has been employed at Symbol for at least twenty-four (24) months, were indicted for securities fraud and related offenses. Symbol has new Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer, and has strengthened its auditing and accounting functions since 2002, hiring replacement and additional staff in both areas.

From time to time, Motorola and its subsidiaries have been the subject of investigations by government entities in connection with their government contracting activities. These investigations have been both civil and criminal in nature. Within the last five (5) years, none of these matters has resulted in the filing of any criminal prosecution, or plea nor has any governmental entity suspended or debarred Motorola as a result of any such investigation.

Motorola is aware that the United States conducted a criminal investigation in connection with a contract for FMU-140 bomb fuses that was administered by the U. S. Army. However, this matter was settled in March, 2004.

Motorola is a Fortune 100 company with tens of billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with

customers, including governmental agencies, are raised concerning contract performance. To its best knowledge and belief, Motorola is not aware of any termination for cause or default against it by a governmental agency or court of competent jurisdiction within the past five (5) years.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: DODGE & COX

IARD/CRD Number: 104596

Rev. 02/2005

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 3.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you.

- A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
DODGE & COX
- B. Name under which you primarily conduct your advisory business, if different from Item 1.A.
DODGE & COX
List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.
- C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.), enter the new name and specify whether the name change is of
 your legal name or your primary business name:
- D. If you are registered with the SEC as an investment adviser, your SEC file number:
801- 1895
- E. If you have a number ("CRD Number") assigned by FINRA's CRD system or by the IARD system, your CRD number: 104596
If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.
- F. *Principal Office and Place of Business*
- (1) Address (do not use a P.O. Box):
- | | | | |
|-----------------------|--------|----------------------|--------------------|
| Number and Street 1: | | Number and Street 2: | |
| 555 CALIFORNIA STREET | | 40TH FLOOR | |
| City: | State: | Country: | ZIP+4/Postal Code: |
| SAN FRANCISCO | CA | UNITED STATES | 94104 |
- If this address is a private residence, check this box:
- List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for registration, or are registered only, with the SEC, list the largest five offices in terms of numbers of employees.*
- (2) Days of week that you normally conduct business at your principal office and place of business:
 Monday-Friday Other:
Normal business hours at this location:
7:45 A.M. - 5:00 P.M.
- (3) Telephone number at this location:

415-981-1710

(4) Facsimile number at this location:

415-986-1192

G. Mailing address, if different from your *principal office and place of business* address:

Number and Street 1:

Number and Street 2:

City:

State:

Country:

ZIP+4/Postal Code:

If this address is a private residence, check this box: H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:

Number and Street 1:

Number and Street 2:

City:

State:

Country:

ZIP+4/Postal Code:

YES NO

I. Do you have World Wide Web site addresses?

If "yes," list these addresses on Section 1.I. of Schedule D. If a web address serves as a portal through which to access other information you have published on the World Wide Web, you may list the portal without listing addresses for all of the other information. Some advisers may need to list more than one portal address. Do not provide individual electronic mail addresses in response to this Item.

J. Contact Employee:

Name:

Title:

Telephone Number:

Facsimile Number:

Number and Street 1:

Number and Street 2:

City:

State:

Country:

ZIP+4/Postal Code:

Electronic mail (e-mail) address, if contact employee has one:

The contact employee should be an employee whom you have authorized to receive information and respond to questions about this Form ADV.

YES NO

K. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*?

If "yes," complete Section 1.K. of Schedule D.

YES NO

L. Are you registered with a foreign financial regulatory authority?

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes," complete Section 1.L. of Schedule D.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: DODGE & COX

IARD/CRD Number: 104596

Rev. 02/2005

Item 2 SEC Registration

Responses to this Item help us (and you) determine whether you are eligible to register with the SEC. Complete this Item 2 only if you are applying for SEC registration or submitting an *annual updating amendment* to your SEC registration.

A. To register (or remain registered) with the SEC, you must check at least one of the Items 2.A (1) through 2.A(11), below. If you are submitting an *annual updating amendment* to your SEC registration and you are no longer eligible to register with the SEC, check Item 2.A(12). You:

- (1) have *assets under management* of \$25 million (in U.S. dollars) or more;

See Part 1A Instruction 2.a. to determine whether you should check this box.

- (2) have your *principal office and place of business* in Wyoming;

- (3) have your *principal office and place of business* outside the United States;

- (4) are an investment adviser (or sub-adviser) to an investment company registered under the Investment Company Act of 1940;

See Part 1A Instruction 2.b. to determine whether you should check this box.

- (5) have been designated as a nationally recognized statistical rating organization;

See Part 1A Instruction 2.c. to determine whether you should check this box.

- (6) are a pension consultant that qualifies for the exemption in rule 203A-2(b);

See Part 1A Instruction 2.d. to determine whether you should check this box.

- (7) are relying on rule 203A-2(c) because you are an investment adviser that *controls, is controlled by, or is under common control with*, an investment adviser that is registered with the SEC, and your *principal office and place of business* is the same as the registered adviser;

See Part 1A Instruction 2.e. to determine whether you should check this box. If you check this box, complete Section 2.A(7) of Schedule D.

- (8) are a newly formed adviser relying on rule 203A-2(d) because you expect to be eligible for SEC registration within 120 days;

See Part 1A Instruction 2.f. to determine whether you should check this box. If you check this box, complete Section 2.A(8) of Schedule D.

- (9) are a multi-state adviser relying on rule 203A-2(e);

See Part 1A Instruction 2.g. to determine whether you should check this box. If you check this box, complete Section 2.A(9) of Schedule D.

- (10) are an Internet investment adviser relying on rule 203A-2(f);

See Part 1A Instructions 2.h. to determine whether you should check this box.

- (11) have received an SEC *order* exempting you from the prohibition against registration with the SEC;

If you checked this box, complete Section 2.A(11) of Schedule D.

- (12) are no longer eligible to remain registered with the SEC.

See Part 1A Instructions 2.i. to determine whether you should check this box.

B. Under state laws, SEC-registered advisers may be required to provide to *state securities authorities* a copy of the Form ADV and any amendments they file with the SEC. These are called *notice filings*. If this is an initial application, check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings you submit to the SEC. If this is an amendment to direct your *notice filings* to additional state(s), check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings you submit to the SEC. If this is an amendment to your registration to stop your *notice filings* from going to state(s) that currently receive them, uncheck the box(es) next to those state(s).

<input type="checkbox"/> AL	<input type="checkbox"/> ID	<input checked="" type="checkbox"/> MO	<input checked="" type="checkbox"/> PA
<input type="checkbox"/> AK	<input checked="" type="checkbox"/> IL	<input type="checkbox"/> MT	<input type="checkbox"/> PR
<input type="checkbox"/> AZ	<input type="checkbox"/> IN	<input type="checkbox"/> NE	<input type="checkbox"/> RI
<input type="checkbox"/> AR	<input type="checkbox"/> IA	<input checked="" type="checkbox"/> NV	<input type="checkbox"/> SC
<input checked="" type="checkbox"/> CA	<input type="checkbox"/> KS	<input type="checkbox"/> NH	<input type="checkbox"/> SD
<input type="checkbox"/> CO	<input type="checkbox"/> KY	<input type="checkbox"/> NJ	<input type="checkbox"/> TN
<input type="checkbox"/> CT	<input type="checkbox"/> LA	<input type="checkbox"/> NM	<input checked="" type="checkbox"/> TX
<input checked="" type="checkbox"/> DE	<input type="checkbox"/> ME	<input checked="" type="checkbox"/> NY	<input type="checkbox"/> UT
<input type="checkbox"/> DC	<input checked="" type="checkbox"/> MD	<input checked="" type="checkbox"/> NC	<input checked="" type="checkbox"/> VT
<input checked="" type="checkbox"/> FL	<input checked="" type="checkbox"/> MA	<input type="checkbox"/> ND	<input type="checkbox"/> VI
<input type="checkbox"/> GA	<input type="checkbox"/> MI	<input type="checkbox"/> OH	<input type="checkbox"/> VA
<input type="checkbox"/> GU	<input checked="" type="checkbox"/> MN	<input type="checkbox"/> OK	<input checked="" type="checkbox"/> WA
<input checked="" type="checkbox"/> HI	<input type="checkbox"/> MS	<input checked="" type="checkbox"/> OR	<input type="checkbox"/> WV
			<input type="checkbox"/> WI

If you are amending your registration to stop your notice filings from going to a state that currently receives them and you do not want to pay that state's notice filing fee for the coming year, your amendment must be filed before the end of the year (December 31).

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: DODGE & COX

IARD/CRD Number: 104596

Rev. 02/2005

Item 3 Form Of Organization

A. How are you organized?

- Corporation
 Sole Proprietorship
 Limited Liability Partnership (LLP)
 Partnership
 Limited Liability Company (LLC)
 Other (specify):

If you are changing your response to this Item, see Part 1A Instruction 4.

B. In what month does your fiscal year end each year?

December

C. Under the laws of what state or country are you organized?

State: Country:

California UNITED STATES

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: DODGE & COX

IARD/CRD Number: 104596

Rev. 02/2005

Item 4 SuccessionsA. Are you, at the time of this filing, succeeding to the business of a registered investment adviser? YES NO*If "yes," complete Item 4.B. and Section 4 of Schedule D.*

B. Date of Succession: (MM/DD/YYYY)

If you have already reported this succession on a previous Form ADV filing, do not report the succession again. Instead, check "No." See Part 1A Instruction 4.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION**Primary Business Name: DODGE & COX****IARD/CRD Number: 104596****Rev. 02/2005****Item 5 Information About Your Advisory Business**

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly-formed advisers for completing this Item 5.

Employees

- A. Approximately how many *employees* do you have? Include full and part-time *employees* but do not include any clerical workers.

- 1-5 6-10 11-50 51-250 251-500
 501-1,000 More than 1,000 If more than 1,000, how many? (round to the nearest 1,000)

B.

(1) Approximately how many of these *employees* perform investment advisory functions (including research)?

- 0 1-5 6-10 11-50 51-250
 251-500 501-1,000 More than 1,000 If more than 1,000, how many? (round to the nearest 1,000)

(2) Approximately how many of these *employees* are registered representatives of a broker-dealer?

- 0 1-5 6-10 11-50 51-250
 251-500 501-1,000 More than 1,000 If more than 1,000, how many? (round to the nearest 1,000)

If you are organized as a sole proprietorship, include yourself as an employee in your responses to Items 5.A(1) and 5.B(2). If an employee performs more than one function, you should count that employee in each of your responses to Item 5.B(1) and 5.B(2).

(3) Approximately how many firms or other *persons* solicit advisory *clients* on your behalf?

- 0 1-5 6-10 11-50 51-250
 251-500 501-1,000 More than 1,000 If more than 1,000, how many? (round to the nearest 1,000)

In your response to Item 5.B(3), do not count any of your employees and count a firm only once -- do not count each of the firm's employees that solicit on your behalf.

Clients

C. To approximately how many *clients* did you provide investment advisory services during your most-recently completed fiscal year?

- 0 1-10 11-25 26-100 101-250
 251-500 More than 500 If more than 500, how many? (round to the nearest 500)

D. What types of *clients* do you have? Indicate the approximate percentage that each type of *client* comprises of your total number of *clients*.

- | | None Up to 10% | 11-25% | 26-50% | 51-75% | More Than 75% |
|---|-----------------------|----------------------------------|----------------------------------|----------------------------------|-----------------------|
| (1) Individuals (other than <i>high net worth individuals</i>) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (2) <i>High net worth individuals</i> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> |
| (3) Banking or thrift institutions | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (4) Investment companies (including mutual funds) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (5) Pension and profit sharing plans (other than plan participants) | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (6) Other pooled investment vehicles (e.g., hedge | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

- | | | | | | | |
|---|-----------------------|----------------------------------|----------------------------------|-----------------------|-----------------------|-----------------------|
| funds) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (7) Charitable organizations | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (8) Corporations or other businesses not listed above | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (9) State or municipal <i>government entities</i> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (10) Other: UNION/TAFT-HARTLEY | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

The category "individuals" includes trusts, estates, 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships.

Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, check "None" in response to Item 5.D(4).

Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

- (1) A percentage of assets under your management
- (2) Hourly charges
- (3) Subscription fees (for a newsletter or periodical)
- (4) Fixed fees (other than subscription fees)
- (5) Commissions
- (6) *Performance-based fees*
- (7) Other (specify):

Assets Under Management

- | | | | |
|---|------------------------|----------------------------------|-----------------------|
| | | YES | NO |
| F. (1) Do you provide continuous and regular supervisory or management services to securities portfolios? | | <input checked="" type="radio"/> | <input type="radio"/> |
| (2) If yes, what is the amount of your assets under management and total number of accounts? | | | |
| | U.S. Dollar Amount | Total Number of Accounts | |
| Discretionary: | (a) \$ 171287780000.00 | (d) 916 | |
| Non-Discretionary: | (b) \$ 1173471000.00 | (e) 3 | |
| Total: | (c) \$ 172461251000.00 | (f) 919 | |

Part 1A Instruction 5.b. explains how to calculate your assets under management. You must follow these instructions carefully when completing this Item.

Advisory Activities

G. What type(s) of advisory services do you provide? Check all that apply.

- (1) Financial planning services
- (2) Portfolio management for individuals and/or small businesses
- (3) Portfolio management for investment companies
- (4) Portfolio management for businesses or institutional *clients* (other than investment companies)
- (5) Pension consulting services

- B. (1) Are you actively engaged in any other business not listed in Item 6.A. (other than giving investment advice)? YES NO
- (2) If yes, is this other business your primary business? YES NO
- If "yes," describe this other business on Section 6.B. of Schedule D.*
- (3) Do you sell products or provide services other than investment advice to your advisory clients? YES NO

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: DODGE & COX

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Item 7 Financial Industry Affiliations

In this Item, we request information about your financial industry affiliations and activities. This information identifies areas in which conflicts of interest may occur between you and your *clients*.

Item 7 requires you to provide information about you and your *related persons*. Your *related persons* are all of your *advisory affiliates* and any *person* that is under common *control* with you.

A. You have a *related person* that is a (check all that apply):

- (1) broker-dealer, municipal securities dealer, or government securities broker or dealer
- (2) investment company (including mutual funds)
- (3) other investment adviser (including financial planners)
- (4) futures commission merchant, commodity pool operator, or commodity trading advisor
- (5) banking or thrift institution
- (6) accountant or accounting firm
- (7) lawyer or law firm

- (8) insurance company or agency
 (9) pension consultant
 (10) real estate broker or dealer
 (11) sponsor or syndicator of limited partnerships

If you checked Item 7.A(3), you must list on Section 7.A. of Schedule D all your related persons that are investment advisers. If you checked Item 7.A(1), you may elect to list on Section 7.A. of Schedule D all your related persons that are broker-dealers. If you choose to list a related broker-dealer, the IARD will accept a single Form U-4 to register an investment adviser representative who also is a broker-dealer agent ("registered rep") of that related broker-dealer.

- B. Are you or any *related person* a general partner in an *investment-related* limited partnership or manager of an *investment-related* limited liability company, or do you advise any other "private fund" as defined under SEC rule 203(b)(3)-1? YES NO

If "yes," for each limited partnership or limited liability company, or (if applicable) private fund, complete Section 7.B. of Schedule D. If, however, you are an SEC-registered adviser and you have related persons that are SEC-registered advisers who are the general partners of limited partnerships or the managers of limited liability companies, you do not have to complete Section 7.B. of Schedule D with respect to those related advisers' limited partnerships or limited liability companies.

To use this alternative procedure, you must state in the Miscellaneous Section of Schedule D: (1) that you have related SEC-registered investment advisers that manage limited partnerships or limited liability companies that are not listed in Section 7.B. of your Schedule D; (2) that complete and accurate information about those limited partnerships or limited liability companies is available in Section 7.B. of Schedule D of the Form ADVs of your related SEC-registered advisers; and (3) whether your clients are solicited to invest in any of those limited partnerships or limited liability companies.

FORM ADV

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UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

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Item 8 Participation or Interest in *Client* Transactions

In this Item, we request information about your participation and interest in your *clients'* transactions. Like Item 7, this information identifies areas in which conflicts of interest may occur between you and your *clients*.

Like Item 7, Item 8 requires you to provide information about you and your *related persons*.

Proprietary Interest in *Client* Transactions

- A. Do you or any *related person*:

- (1) buy securities for yourself from advisory *clients*, or sell securities you own to advisory *clients* (principal transactions)? Yes No

- (2) buy or sell for yourself securities (other than shares of mutual funds) that you also recommend to advisory *clients*?
- (3) recommend securities (or other investment products) to advisory *clients* in which you or any *related person* has some other proprietary (ownership) interest (other than those mentioned in Items 8.A(1) or (2))?

Sales Interest in Client Transactions

- B. Do you or any *related person*:** **Yes No**
- (1) as a broker-dealer or registered representative of a broker-dealer, execute securities trades for brokerage customers in which advisory *client* securities are sold to or bought from the brokerage customer (agency cross transactions)?
- (2) recommend purchase of securities to advisory *clients* for which you or any *related person* serves as underwriter, general or managing partner, or purchaser representative?
- (3) recommend purchase or sale of securities to advisory *clients* for which you or any *related person* has any other sales interest (other than the receipt of sales commissions as a broker or registered representative of a broker-dealer)?

Investment or Brokerage Discretion

- C. Do you or any *related person* have *discretionary authority* to determine the:** **Yes No**
- (1) securities to be bought or sold for a *client's* account?
- (2) amount of securities to be bought or sold for a *client's* account?
- (3) broker or dealer to be used for a purchase or sale of securities for a *client's* account?
- (4) commission rates to be paid to a broker or dealer for a *client's* securities transactions?
- D. Do you or any *related person* recommend brokers or dealers to *clients*?**
- E. Do you or any *related person* receive research or other products or services other than execution from a broker-dealer or a third party in connection with *client* securities transactions?**
- F. Do you or any *related person*, directly or indirectly, compensate any person for *client* referrals?**

In responding to this Item 8.F., consider in your response all cash and non-cash compensation that you or a related person gave any person in exchange for client referrals, including any bonus that is based, at least in part, on the number or amount of client referrals.

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Item 9 Custody

In this Item, we ask you whether you or a *related person* has *custody* of *client* assets. If you are registering or registered with the SEC and you deduct your advisory fees directly from your *clients'* accounts but you do not otherwise have *custody* of your *clients'* funds or securities, you may answer "no" to Item 9A.(1) and 9A.(2).

- A. Do you have *custody* of any advisory *clients'*:** **Yes No**

(1) cash or bank accounts?	<input type="radio"/>	<input checked="" type="radio"/>
(2) securities?	<input type="radio"/>	<input checked="" type="radio"/>
B. Do any of your <i>related persons</i> have custody of any of your advisory clients':		
(1) cash or bank accounts?	<input type="radio"/>	<input checked="" type="radio"/>
(2) securities?	<input type="radio"/>	<input checked="" type="radio"/>
C. If you answered "yes" to either Item 9.B(1) or 9.B(2), is that <i>related person</i> a broker-dealer registered under Section 15 of the Securities Exchange Act of 1934?		
	<input type="radio"/>	<input type="radio"/>

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Item 10 Control Persons

In this Item, we ask you to identify every *person* that, directly or indirectly, *controls* you.

If you are submitting an initial application, you must complete Schedule A and Schedule B. Schedule A asks for information about your direct owners and executive officers. Schedule B asks for information about your indirect owners. If this is an amendment and you are updating information you reported on either Schedule A or Schedule B (or both) that you

filed with your initial application, you must complete Schedule C.

Does any *person* not named in Item 1.A. or Schedules A, B, or C, directly or indirectly, *control* your management or policies?

YES NO

If yes, complete Section 10 of Schedule D.

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Item 11 Disclosure Information

In this Item, we ask for information about your disciplinary history and the disciplinary history of all your *advisory affiliates*. We use this information to determine whether to grant your application for registration, to decide whether to revoke your registration or to place limitations on your activities as an investment adviser, and to identify potential problem areas to focus on during our on-site examinations. One event may result in "yes" answers to more than one of the

questions below.

Your *advisory affiliates* are: (1) all of your current *employees* (other than *employees* performing only clerical, administrative, support or similar functions); (2) all of your officers, partners, or directors (or any *person* performing similar functions); and (3) all *persons* directly or indirectly *controlling* you or *controlled* by you. If you are a "separately identifiable department or division" (SID) of a bank, see the Glossary of Terms to determine who your *advisory affiliates* are.

If you are registered or registering with the SEC, you may limit your disclosure of any event listed in Item 11 to ten years following the date of the event. If you are registered or registering with a state, you must respond to the questions as posed; you may, therefore, limit your disclosure to ten years following the date of an event only in responding to Items 11.A(1), 11.A(2), 11.B(1), 11.B(2), 11.D(4), and 11.H(1)(a). For purposes of calculating this ten-year period, the date of an event is the date the final order, judgment, or decree was entered, or the date any rights of appeal from preliminary orders, judgments, or decrees lapsed.

You must complete the appropriate Disclosure Reporting Page ("DRP") for "yes" answers to the questions in this Item 11.

For "yes" answers to the following questions, complete a Criminal Action DRP:

- | A. In the past ten years, have you or any <i>advisory affiliate</i> : | YES | NO |
|--|-----------------------|----------------------------------|
| (1) been convicted of or plead guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to any <i>felony</i> ? | <input type="radio"/> | <input checked="" type="radio"/> |
| (2) been <i>charged</i> with any <i>felony</i> ? | <input type="radio"/> | <input checked="" type="radio"/> |

If you are registered or registering with the SEC, you may limit your response to Item 11.A(2) to charges that are currently pending.

- | B. In the past ten years, have you or any <i>advisory affiliate</i> : | YES | NO |
|--|-----------------------|----------------------------------|
| (1) been convicted of or plead guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to a <i>misdemeanor</i> involving: investments or an <i>investment-related</i> business, or any fraud, false statements, or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses? | <input type="radio"/> | <input checked="" type="radio"/> |
| (2) been <i>charged</i> with a <i>misdemeanor</i> listed in 11.B(1)? | <input type="radio"/> | <input checked="" type="radio"/> |

If you are registered or registering with the SEC, you may limit your response to Item 11.B(2) to charges that are currently pending.

For "yes" answers to the following questions, complete a Regulatory Action DRP:

- | C. Has the SEC or the Commodity Futures Trading Commission (CFTC) ever: | YES | NO |
|--|-----------------------|----------------------------------|
| (1) <i>found</i> you or any <i>advisory affiliate</i> to have made a false statement or omission? | <input type="radio"/> | <input checked="" type="radio"/> |
| (2) <i>found</i> you or any <i>advisory affiliate</i> to have been <i>involved</i> in a violation of SEC or CFTC regulations or statutes? | <input type="radio"/> | <input checked="" type="radio"/> |
| (3) <i>found</i> you or any <i>advisory affiliate</i> to have been a cause of an <i>investment-related</i> business having its authorization to do business denied, suspended, revoked, or restricted? | <input type="radio"/> | <input checked="" type="radio"/> |
| (4) entered an <i>order</i> against you or any <i>advisory affiliate</i> in connection with <i>investment-related</i> activity? | <input type="radio"/> | <input checked="" type="radio"/> |

(5) imposed a civil money penalty on you or any *advisory affiliate*, or ordered you or any *advisory affiliate* to cease and desist from any activity?

D. Has any other federal regulatory agency, any state regulatory agency, or any *foreign financial regulatory authority*:

(1) ever *found* you or any *advisory affiliate* to have made a false statement or omission, or been dishonest, unfair, or unethical?

(2) ever *found* you or any *advisory affiliate* to have been *involved* in a violation of *investment-related* regulations or statutes?

(3) ever *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?

(4) in the past ten years, entered an *order* against you or any *advisory affiliate* in connection with an *investment-related* activity?

(5) ever denied, suspended, or revoked your or any *advisory affiliate's* registration or license, or otherwise prevented you or any *advisory affiliate*, by *order*, from associating with an *investment-related* business or restricted your or any *advisory affiliate's* activity?

E. Has any *self-regulatory organization* or commodities exchange ever:

(1) *found* you or any *advisory affiliate* to have made a false statement or omission?

(2) *found* you or any *advisory affiliate* to have been *involved* in a violation of its rules (other than a violation designated as a "*minor rule violation*" under a plan approved by the SEC)?

(3) *found* you or any *advisory affiliate* to have been the cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?

(4) disciplined you or any *advisory affiliate* by expelling or suspending you or the *advisory affiliate* from membership, barring or suspending you or the *advisory affiliate* from association with other members, or otherwise restricting your or the *advisory affiliate's* activities?

F. Has an authorization to act as an attorney, accountant, or federal contractor granted to you or any *advisory affiliate* ever been revoked or suspended?

G. Are you or any *advisory affiliate* now the subject of any regulatory *proceeding* that could result in a "yes" answer to any part of Item 11.C., 11.D., or 11.E.?

For "yes" answers to the following questions, complete a Civil Judicial Action DRP:

H. (1) Has any domestic or foreign court: **YES NO**

(a) in the past ten years, *enjoined* you or any *advisory affiliate* in connection with any *investment-related* activity?

(b) ever *found* that you or any *advisory affiliate* were *involved* in a violation of *investment-related* statutes or regulations?

(c) ever dismissed, pursuant to a settlement agreement, an *investment-related* civil action brought against you or any *advisory affiliate* by a state or *foreign financial regulatory authority*?

(2) Are you or any *advisory affiliate* now the subject of any civil *proceeding* that could result in a "yes" answer to any part of Item 11.H(1)?

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Item 12 Small Business

The SEC is required by the Regulatory Flexibility Act to consider the effect of its regulations on small entities. In order to do this, we need to determine whether you meet the definition of "small business" or "small organization" under rule 0-7.

Answer this Item 12 only if you are registered or registering with the SEC and you indicated in response to Item 5.F(2)(c) that you have assets under management of less than \$25 million. You are not required to answer this Item 12 if you are filing for initial registration as a state adviser, amending a current state registration, or switching from SEC to state registration.

For purposes of this Item 12 only:

- Total Assets refers to the total assets of a firm, rather than the assets managed on behalf of *clients*. In determining your or another *person's* total assets, you may use the total assets shown on a current balance sheet (but use total assets reported on a consolidated balance sheet with subsidiaries included, if that amount is larger).
- Control means the power to direct or cause the direction of the management or policies of a *person*, whether through ownership of securities, by contract, or otherwise. Any *person* that directly or indirectly has the right to vote 25 percent or more of the voting securities, or is entitled to 25 percent or more of the profits, of another *person* is presumed to control the other *person*.

- | | YES | NO |
|---|-----------------------|-----------------------|
| A. Did you have total assets of \$5 million or more on the last day of your most recent fiscal year? | <input type="radio"/> | <input type="radio"/> |
| <i>If "yes," you do not need to answer Items 12.B. and 12.C.</i> | | |
| B. Do you: | | |
| (1) <i>control</i> another investment adviser that had assets under management of \$25 million or more on the last day of its most recent fiscal year? | <input type="radio"/> | <input type="radio"/> |
| (2) <i>control</i> another <i>person</i> (other than a natural person) that had total assets of \$5 million or more on the last day of its most recent fiscal year? | <input type="radio"/> | <input type="radio"/> |
| C. Are you: | | |
| (1) <i>controlled</i> by or under common <i>control</i> with another investment adviser that had assets under management of \$25 million or more on the last day of its most recent fiscal year? | <input type="radio"/> | <input type="radio"/> |
| (2) <i>controlled</i> by or under common <i>control</i> with another <i>person</i> (other than a natural person) that had total assets of \$5 million or more on the last day of its most recent fiscal year? | <input type="radio"/> | <input type="radio"/> |

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Part 2 Brochures

FORM ADV

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Form ADV, Schedule A

Direct Owners and Executive Officers

1. Complete Schedule A only if you are submitting an initial application. Schedule A asks for information about your direct owners and executive officers. Use Schedule C to amend this information.
2. Direct Owners and Executive Officers. List below the names of:
 - (a) each Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Chief Legal Officer, Chief Compliance Officer (Chief Compliance Officer is required and cannot be more than one individual), director, and any other individuals with similar status or functions;
 - (b) if you are organized as a corporation, each shareholder that is a direct owner of 5% or more of a class of your voting securities, unless you are a public reporting company (a company subject to Section 12 or 15(d) of the Exchange Act);

Direct owners include any *person* that owns, beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 5% or more of a class of your voting securities. For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.

- (c) if you are organized as a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 5% or more of your capital;
 - (d) in the case of a trust that directly owns 5% or more of a class of your voting securities, or that has the right to receive upon dissolution, or has contributed, 5% or more of your capital, the trust and each trustee; and
 - (e) if you are organized as a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 5% or more of your capital, and (ii) if managed by elected managers, all elected managers.
3. Do you have any indirect owners to be reported on Schedule B? Yes No
 4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner or executive officer is an individual.
 5. Complete the Title or Status column by entering board/management titles; status as partner, trustee, sole proprietor, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
 6. Ownership codes are:

NA - less than 5%	B - 10% but less than 25%	D - 50% but less than 75%
A - 5% but less than 10%	C - 25% but less than 50%	E - 75% or more
 7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
 (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or

15(d) of the Exchange Act.

(c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Title or Status	Date Title or Status Acquired MM/YYYY	Ownership Code	Control Person	PR	CRD No. If None: S.S. No. and Date of Birth, IRS Tax No., or Employer ID No.
GUNN, JOHN, ALBERT	I	CHAIRMAN & DIRECTOR	01/2007	B	Y	N	1999440
OLIVIER, KENNETH, EDWARD	I	PRESIDENT, CEO, & DIRECTOR	03/2010	A	Y	N	2125406
EMERY, DANA, MORTON	I	EXECUTIVE VP, DIRECTOR OF FIXED INCOME, & DIRECTOR	12/2005	A	Y	N	2155886
MISTELE, THOMAS, MARTIN	I	GENERAL COUNSEL, COO, SECRETARY, & DIRECTOR	03/2005	NA	Y	N	1909004
LOLL, JOHN, MICHAEL	I	VP & TREASURER	01/2000	NA	Y	N	2959094
POHL, CHARLES, FREDERICK	I	SENIOR VP, CIO, & DIRECTOR	01/2007	A	Y	N	2958878
CAMERON, C., BRYAN	I	VP & DIRECTOR OF RESEARCH	01/2007	A	Y	N	2958910
PRIMAS, KATHERINE, MARIE	I	CHIEF COMPLIANCE OFFICER	11/2008	NA	N	N	2521516

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Form ADV, Schedule B**Indirect Owners**

- Complete Schedule B only if you are submitting an initial application. Schedule B asks for information about your indirect owners; you must first complete Schedule A, which asks for information about your direct owners. Use Schedule C to amend this information.
- Indirect Owners. With respect to each owner listed on Schedule A (except individual owners), list below:
 - in the case of an owner that is a corporation, each of its shareholders that beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 25% or more of a class of a voting security of that corporation;

For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.

- (b) in the case of an owner that is a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 25% or more of the partnership's capital;
- (c) in the case of an owner that is a trust, the trust and each trustee; and
- (d) in the case of an owner that is a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 25% or more of the LLC's capital, and (ii) if managed by elected managers, all elected managers.
3. Continue up the chain of ownership listing all 25% owners at each level. Once a public reporting company (a company subject to Sections 12 or 15(d) of the Exchange Act) is reached, no further ownership information need be given.
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner is an individual.
5. Complete the Status column by entering the owner's status as partner, trustee, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are:
- | | |
|---------------------------|--|
| C - 25% but less than 50% | E - 75% or more |
| D - 50% but less than 75% | F - Other (general partner, trustee, or elected manager) |
7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
- (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
- (c) Complete each column.

No Indirect Owner Information Filed

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: DODGE & COX

IARD/CRD Number: 104596

Rev. 02/2005

Form ADV, Schedule D

Section 1.B. Other Business Names

List your other business names and the jurisdictions in which you use them. You must complete a separate Schedule D for each business name.

No Information Filed

Section 1.F. Other Offices

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Page 1 for each location. If you are applying for registration, or are registered, only with the SEC, list only the largest five (in terms of numbers of *employees*).

No Information Filed

Section 1.I. World Wide Web Site Addresses

List your World Wide Web site addresses. You must complete a separate Schedule D for each World Wide Web site address.

World Wide Web Site Address: WWW.DODGEANDCOX.COM

World Wide Web Site Address: PRIVATECLIENT.DODGEANDCOX.COM

Section 1.K. Locations of Books and Records

Complete the following information for each location at which you keep your books and records, other than your *principal office and place of business*. You must complete a separate Schedule D Page 1 for each location.

Name of entity where books and records are kept:

DATA SAFE

Number and Street 1:

574 ECCLES

Number and Street 2:

City:

SOUTH SAN FRANCISCO

State:

CA

Country:

USA

ZIP+4/Postal Code:

94080

If this address is a private residence, check this box:

Telephone Number:

650-875-3800

Facsimile number:

650-875-7495

This is (check one):

one of your branch offices or affiliates.

a third-party unaffiliated recordkeeper.

other.

Briefly describe the books and records kept at this location.

STORAGE FACILITY FOR CLIENT CORRESPONDENCE, CUSTODIAN STATEMENTS, BROKER/TRANSACTION STATEMENTS, PROXY FILES, BACK-UP COMPUTER TAPES, MICROFILM OF CLIENT RECORDS

Section 1.L. Registration with Foreign Financial Regulatory Authorities

List the name, in English, of each *foreign financial regulatory authority* and country with which you are registered. You must complete a separate Schedule D Page 2 for each *foreign financial regulatory authority* with whom you are registered.

No Information Filed

Section 2.A(7) Affiliated Adviser

No Information Filed

Section 2.A(8) Newly Formed Adviser

If you are relying on rule 203A-2(d), the newly formed adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations. You must make both of these representations:

- I am not registered or required to be registered with the SEC or a *state securities authority* and I have a reasonable expectation that I will be eligible to register with the SEC within 120 days after the date my registration with the SEC becomes effective.
- I undertake to withdraw from SEC registration if, on the 120th day after my registration with the SEC becomes effective, I would be prohibited by Section 203A(a) of the Advisers Act from registering with the SEC.

Section 2.A(9) Multi-State Adviser

If you are relying on rule 203A-2(e), the multi-state adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations.

If you are applying for registration as an investment adviser with the SEC, you must make both of these representations:

- I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of 30 or more states to register as an investment adviser with the securities authorities in those states.
- I undertake to withdraw from SEC registration if I file an amendment to this registration indicating that I would be required by the laws of fewer than 25 states to register as an investment adviser with the securities authorities of those states.

If you are submitting your *annual updating amendment*, you must make this representation:

- Within 90 days prior to the date of filing this amendment, I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of at least 25 states to register as an investment adviser with the securities authorities in those states.

Section 2.A(11) SEC Exemptive Order

No Information Filed

Section 4 Successions

Complete the following information if you are succeeding to the business of a currently-registered investment adviser. If you acquired more than one firm in the succession you are reporting on this Form ADV, you must complete a separate Schedule D Page 3 for each acquired firm. See Part 1A Instruction 4.

No Information Filed

Section 5.I(2) Wrap Fee Programs

If you are a portfolio manager for one or more *wrap fee programs*, list the name of each program and its *sponsor*. You must complete a separate Schedule D Page 3 for each *wrap fee program* for which you are a portfolio manager.

No Information Filed

Section 6.B. Description of Primary Business

No Information Filed

Section 7.A. Affiliated Investment Advisers and Broker-Dealers

You **MUST** complete the following information for each investment adviser with whom you are affiliated. You **MAY** complete the following information for each broker-dealer with whom you are affiliated. You must complete a separate Schedule D Page 3 for each listed affiliate.

Legal Name of Affiliate:

DODGE & COX WORLDWIDE INVESTMENTS LTD.

Primary Business Name of Affiliate:

DODGE & COX WORLDWIDE INVESTMENTS LTD. (UK)

Affiliate is (check only one box):

- Investment Adviser

Broker - Dealer

Dual (Investment Adviser and Broker-Dealer)

Affiliated Investment Adviser's SEC File Number (if any)
801-

Affiliate's CRD Number (if any):

Section 7.B. Limited Partnership Participation or Other Private Fund Participation

You must complete a separate Schedule D Page 4 for each limited partnership in which you or a *related person* is a general partner, each limited liability company for which you or a *related person* is a manager, and each other private fund that you advise.

No Information Filed

Section 10 Control Persons

You must complete a separate Schedule D Page 4 for each *control person* not named in Item 1.A. or Schedules A, B, or C that directly or indirectly *controls* your management or policies.

No Information Filed

Schedule D - Miscellaneous

You may use the space below to explain a response to an Item or to provide any other information.

No Information Filed

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: DODGE & COX	IARD/CRD Number: 104596
Rev. 02/2005	

Form ADV, DRPs

CRIMINAL DISCLOSURE REPORTING PAGE (ADV)
No Information Filed
REGULATORY ACTION DISCLOSURE REPORTING PAGE (ADV)
No Information Filed
CIVIL JUDICIAL ACTION DISCLOSURE REPORTING PAGE (ADV)
No Information Filed

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: DODGE & COX

IARD/CRD Number: 104596

Rev. 02/2005

Form ADV, Signature Page**DOMESTIC INVESTMENT ADVISER EXECUTION PAGE**

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial application for SEC registration and all amendments to registration.

Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint the Secretary of State or other legally designated officer, of the state in which you maintain your *principal office and place of business* and any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such *persons* may accept service on your behalf, of any notice, subpoena, summons, *order instituting proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding* or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of the state in which you maintain your *principal office and place of business* or of any state in which you are submitting a

notice filing.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having custody or possession of these books and records to make them available to federal and state regulatory representatives.

Signature: THOMAS M. MISTELE	Date: MM/DD/YYYY 03/31/2010
Printed Name: THOMAS M. MISTELE	Title: CHIEF OPERATING OFFICER AND SECRETARY
Adviser CRD Number: 104596	

NON-RESIDENT INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial application for SEC registration and all amendments to registration.

1. Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint each of the Secretary of the SEC, and the Secretary of State or other legally designated officer, of any other state in which you are submitting a *notice filing*, as your agents to receive service, and agree that such *persons* may accept service on your behalf, of any notice, subpoena, summons, *order instituting proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding*, or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is *founded*, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of any state in which you are submitting a *notice filing*.

2. Appointment and Consent: Effect on Partnerships

If you are organized as a partnership, this irrevocable power of attorney and consent to service of process will continue in effect if any partner withdraws from or is admitted to the partnership, provided that the admission or withdrawal does not create a new partnership. If the partnership dissolves, this irrevocable power of attorney and consent shall be in effect for any action brought against you or any of your former partners.

3. Non-Resident Investment Adviser Undertaking Regarding Books and Records

By signing this Form ADV, you also agree to provide, at your own expense, to the U.S. Securities and Exchange Commission at its principal office in Washington D.C., at any Regional or District Office of the Commission, or at any one of its offices in the United States, as specified by the Commission, correct, current, and complete copies of any or all records that you are required to maintain under Rule 204-2 under the Investment Advisers Act of 1940. This undertaking shall be

binding upon you, your heirs, successors and assigns, and any *person* subject to your written irrevocable consents or powers of attorney or any of your general partners and *managing agents*.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the *non-resident* investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having custody or possession of these books and records to make them available to federal and state regulatory representatives.

Signature:

Date: MM/DD/YYYY

Printed Name:

Title:

Adviser CRD Number:

104596

State Registered Investment Adviser Execution Page

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial application for state registration and all amendments to registration.

1. Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint the legally designated officers and their successors, of the state in which you maintain your *principal office and place of business* and any other state in which you are applying for registration or amending your registration, as your agents to receive service, and agree that such persons may accept service on your behalf, of any notice, subpoena, summons, *order instituting proceedings*, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative *proceeding* or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, *proceeding*, or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of the state in which you maintain your *principal office and place of business* or of any state in which you are applying for registration or amending your registration.

2. State-Registered Investment Adviser Affidavit

If you are subject to state regulation, by signing this Form ADV, you represent that, you are in compliance with the registration requirements of the state in which you maintain your principal place of business and are in compliance with the bonding, capital, and recordkeeping requirements of that state.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits

and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any *person* having *custody* or possession of these books and records to make them available to federal and state regulatory representatives.

Signature

Date MM/DD/YYYY

CRD Number

104596

Printed Name

Title

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P.

IARD/CRD Number: 108477

Rev. 11/2010

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 3.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you.

- A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
ALLIANCEBERNSTEIN L.P.
- B. Name under which you primarily conduct your advisory business, if different from Item 1.A.
ALLIANCEBERNSTEIN L.P.
List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.
- C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.), enter the new name and specify whether the name change is of
 your legal name or your primary business name:
- D. If you are registered with the SEC as an investment adviser, your SEC file number:
801- 56720
- E. If you have a number ("CRD Number") assigned by FINRA's CRD system or by the IARD system, your CRD number: 108477
If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.
- F. **Principal Office and Place of Business**
- (1) Address (do not use a P.O. Box):
- | | |
|--|-----------------------------|
| Number and Street 1:
1345 AVE OF THE AMERICAS | Number and Street 2: |
| City:
NEW YORK | State:
NY |
| Country:
UNITED STATES | ZIP+4/Postal Code:
10105 |
- If this address is a private residence, check this box:
List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for registration, or are registered only, with the SEC, list the largest five offices in terms of numbers of employees.
- (2) Days of week that you normally conduct business at your principal office and place of business:
 Monday-Friday Other:
Normal business hours at this location:
9:00AM - 5:00PM
- (3) Telephone number at this location:

212-969-1000

(4) Facsimile number at this location:
212-969-2293

G. Mailing address, if different from your *principal office and place of business* address:
Number and Street 1: _____ Number and Street 2: _____

City: _____ State: _____ Country: _____ ZIP+4/Postal Code: _____

If this address is a private residence, check this box:

H. If you are a sole proprietor, state your full residence address, if different from your *principal office and place of business* address in Item 1.F.:

Number and Street 1: _____ Number and Street 2: _____
City: _____ State: _____ Country: _____ ZIP+4/Postal Code: _____

YES NO

I. Do you have World Wide Web site addresses?

If "yes," list these addresses on Section 1.I. of Schedule D. If a web address serves as a portal through which to access other information you have published on the World Wide Web, you may list the portal without listing addresses for all of the other information. Some advisers may need to list more than one portal address. Do not provide individual electronic mail addresses in response to this Item.

J. Contact Employee:

Name: _____ Title: _____
Telephone Number: _____ Facsimile Number: _____
Number and Street 1: _____ Number and Street 2: _____
City: _____ State: _____ Country: _____ ZIP+4/Postal Code: _____

Electronic mail (e-mail) address, if contact *employee* has one:

The contact employee should be an employee whom you have authorized to receive information and respond to questions about this Form ADV.

YES NO

K. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your *principal office and place of business*?

If "yes," complete Section 1.K. of Schedule D.

YES NO

L. Are you registered with a *foreign financial regulatory authority*?

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes," complete Section 1.L. of Schedule D.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P.

IARD/CRD Number: 108477

Rev. 11/2010

Item 2 SEC Registration

Responses to this Item help us (and you) determine whether you are eligible to register with the SEC. Complete this Item 2 only if you are applying for SEC registration or submitting an *annual updating amendment* to your SEC registration.

A. To register (or remain registered) with the SEC, you must check at least one of the Items 2.A (1) through 2.A(11), below. If you are submitting an *annual updating amendment* to your SEC registration and you are no longer eligible to register with the SEC, check Item 2.A(12). You:

- (1) have *assets under management* of \$25 million (in U.S. dollars) or more;

See Part 1A Instruction 2.a. to determine whether you should check this box.

- (2) have your *principal office and place of business* in Wyoming;
- (3) have your *principal office and place of business* outside the United States;
- (4) are an investment adviser (or sub-adviser) to an investment company registered under the Investment Company Act of 1940;

See Part 1A Instruction 2.b. to determine whether you should check this box.

- (5) have been designated as a nationally recognized statistical rating organization;

See Part 1A Instruction 2.c. to determine whether you should check this box.

- (6) are a pension consultant that qualifies for the exemption in rule 203A-2(b);

See Part 1A Instruction 2.d. to determine whether you should check this box.

- (7) are relying on rule 203A-2(c) because you are an investment adviser that *controls, is controlled by, or is under common control with*, an investment adviser that is registered with the SEC, and your *principal office and place of business* is the same as the registered adviser;

See Part 1A Instruction 2.e. to determine whether you should check this box. If you check this box, complete Section 2.A(7) of Schedule D.

- (8) are a newly formed adviser relying on rule 203A-2(d) because you expect to be eligible for SEC registration within 120 days;

See Part 1A Instruction 2.f. to determine whether you should check this box. If you check this box, complete Section 2.A(8) of Schedule D.

- (9) are a multi-state adviser relying on rule 203A-2(e);

See Part 1A Instruction 2.g. to determine whether you should check this box. If you check this box, complete Section 2.A(9) of Schedule D.

- (10) are an Internet investment adviser relying on rule 203A-2(f);

See Part 1A Instructions 2.h. to determine whether you should check this box.

- (11) have received an SEC *order* exempting you from the prohibition against registration with the SEC;

If you checked this box, complete Section 2.A(11) of Schedule D.

- (12) are no longer eligible to remain registered with the SEC.

See Part 1A Instructions 2.i. to determine whether you should check this box.

B. Under state laws, SEC-registered advisers may be required to provide to *state securities authorities* a copy of the Form ADV and any amendments they file with the SEC. These are called *notice filings*. If this is an initial application, check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings you submit to the SEC. If this is an amendment to direct your *notice filings* to additional state(s), check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings you submit to the SEC. If this is an amendment to your registration to stop your *notice filings* from going to state(s) that currently receive them, uncheck the box(es) next to those state(s).

<input checked="" type="checkbox"/> AL	<input checked="" type="checkbox"/> ID	<input checked="" type="checkbox"/> MO	<input checked="" type="checkbox"/> PA
<input checked="" type="checkbox"/> AK	<input checked="" type="checkbox"/> IL	<input checked="" type="checkbox"/> MT	<input checked="" type="checkbox"/> PR
<input checked="" type="checkbox"/> AZ	<input checked="" type="checkbox"/> IN	<input checked="" type="checkbox"/> NE	<input checked="" type="checkbox"/> RI
<input checked="" type="checkbox"/> AR	<input checked="" type="checkbox"/> IA	<input checked="" type="checkbox"/> NV	<input checked="" type="checkbox"/> SC
<input checked="" type="checkbox"/> CA	<input checked="" type="checkbox"/> KS	<input checked="" type="checkbox"/> NH	<input checked="" type="checkbox"/> SD
<input checked="" type="checkbox"/> CO	<input checked="" type="checkbox"/> KY	<input checked="" type="checkbox"/> NJ	<input checked="" type="checkbox"/> TN
<input checked="" type="checkbox"/> CT	<input type="checkbox"/> LA	<input checked="" type="checkbox"/> NM	<input checked="" type="checkbox"/> TX
<input checked="" type="checkbox"/> DE	<input checked="" type="checkbox"/> ME	<input checked="" type="checkbox"/> NY	<input checked="" type="checkbox"/> UT
<input checked="" type="checkbox"/> DC	<input checked="" type="checkbox"/> MD	<input checked="" type="checkbox"/> NC	<input checked="" type="checkbox"/> VT
<input checked="" type="checkbox"/> FL	<input checked="" type="checkbox"/> MA	<input checked="" type="checkbox"/> ND	<input type="checkbox"/> VI
<input checked="" type="checkbox"/> GA	<input checked="" type="checkbox"/> MI	<input checked="" type="checkbox"/> OH	<input checked="" type="checkbox"/> VA
<input type="checkbox"/> GU	<input checked="" type="checkbox"/> MN	<input checked="" type="checkbox"/> OK	<input checked="" type="checkbox"/> WA
<input checked="" type="checkbox"/> HI	<input checked="" type="checkbox"/> MS	<input checked="" type="checkbox"/> OR	<input checked="" type="checkbox"/> WV
			<input checked="" type="checkbox"/> WI

If you are amending your registration to stop your notice filings from going to a state that currently receives them and you do not want to pay that state's notice filing fee for the coming year, your amendment must be filed before the end of the year (December 31).

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P.

IARD/CRD Number: 108477

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Item 3 Form Of Organization

A. How are you organized?

- Corporation Sole Proprietorship Limited Liability Partnership (LLP)
 Partnership Limited Liability Company (LLC) Other (specify):
 LIMITED PARTNERSHIP

If you are changing your response to this Item, see Part 1A Instruction 4.

B. In what month does your fiscal year end each year?

December

C. Under the laws of what state or country are you organized?

State: Country:
Delaware UNITED STATES

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P.

IARD/CRD Number: 108477

Rev. 11/2010

Item 4 Successions

YES NO

A. Are you, at the time of this filing, succeeding to the business of a registered investment adviser? YES NO

If "yes," complete Item 4.B. and Section 4 of Schedule D.

B. Date of Succession: (MM/DD/YYYY)

If you have already reported this succession on a previous Form ADV filing, do not report the succession again. Instead, check "No." See Part 1A Instruction 4.

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P.

IARD/CRD Number: 108477

Rev. 11/2010

Item 5 Information About Your Advisory Business

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly-formed advisers for completing this Item 5.

Employees

- A. Approximately how many *employees* do you have? Include full and part-time *employees* but do not include any clerical workers.

- 1-5
 6-10
 11-50
 51-250
 251-500
 501-1,000
 More than 1,000
 If more than 1,000, how many?
 4000 (round to the nearest 1,000)

B.

(1) Approximately how many of these *employees* perform investment advisory functions (including research)?

- 0
 1-5
 6-10
 11-50
 51-250
 251-500
 501-1,000
 More than 1,000
 If more than 1,000, how many?
 (round to the nearest 1,000).

(2) Approximately how many of these *employees* are registered representatives of a broker-dealer?

- 0
 1-5
 6-10
 11-50
 51-250
 251-500
 501-1,000
 More than 1,000
 If more than 1,000, how many?
 1000 (round to the nearest 1,000)

If you are organized as a sole proprietorship, include yourself as an employee in your responses to Items 5.A(1) and 5.B(2). If an employee performs more than one function, you should count that employee in each of your responses to Item 5.B(1) and 5.B(2).

(3) Approximately how many firms or other *persons* solicit advisory *clients* on your behalf?

- 0
 1-5
 6-10
 11-50
 51-250
 251-500
 501-1,000
 More than 1,000
 If more than 1,000, how many?
 (round to the nearest 1,000)

In your response to Item 5.B(3), do not count any of your employees and count a firm only once -- do not count each of the firm's employees that solicit on your behalf.

Clients

C. To approximately how many *clients* did you provide investment advisory services during your most-recently completed fiscal year?

- 0
 1-10
 11-25
 26-100
 101-250
 251-500
 More than 500
 If more than 500, how many?
 (round to the nearest 500)
 33500

D. What types of *clients* do you have? Indicate the approximate percentage that each type of *client* comprises of your total number of *clients*.

- | | None | Up to 10% | 11-25% | 26-50% | 51-75% | More Than 75% |
|---|-----------------------|----------------------------------|-----------------------|-----------------------|-----------------------|----------------------------------|
| (1) Individuals (other than <i>high net worth individuals</i>) | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> |
| (2) <i>High net worth individuals</i> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (3) Banking or thrift institutions | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (4) Investment companies (including mutual funds) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (5) Pension and profit sharing plans (other than plan participants) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (6) Other pooled investment vehicles (e.g., hedge | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

- | | | | | | | |
|---|----------------------------------|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| funds) | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (7) Charitable organizations | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (8) Corporations or other businesses not listed above | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (9) State or municipal <i>government entities</i> | <input type="radio"/> | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| (10) Other: | <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

The category "individuals" includes trusts, estates, 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships.

Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, check "None" in response to Item 5.D(4).

Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

- (1) A percentage of assets under your management
- (2) Hourly charges
- (3) Subscription fees (for a newsletter or periodical)
- (4) Fixed fees (other than subscription fees)
- (5) Commissions
- (6) *Performance-based fees*
- (7) Other (specify):

Assets Under Management

- | | | | |
|---|------------------------|----------------------------------|-----------------------|
| | | YES | NO |
| F. (1) Do you provide continuous and regular supervisory or management services to securities portfolios? | | <input checked="" type="radio"/> | <input type="radio"/> |
| (2) If yes, what is the amount of your assets under management and total number of accounts? | | | |
| | U.S. Dollar Amount | Total Number of Accounts | |
| Discretionary: | (a) \$ 486096492878.00 | (d) 73463 | |
| Non-Discretionary: | (b) \$ 9405119236.00 | (e) 75 | |
| Total: | (c) \$ 495501612114.00 | (f) 73538 | |

Part 1A Instruction 5.b. explains how to calculate your assets under management. You must follow these instructions carefully when completing this Item.

Advisory Activities

G. What type(s) of advisory services do you provide? Check all that apply.

- (1) Financial planning services
- (2) Portfolio management for individuals and/or small businesses
- (3) Portfolio management for investment companies
- (4) Portfolio management for businesses or institutional *clients* (other than investment companies)
- (5) Pension consulting services

- (6) Selection of other advisers
- (7) Publication of periodicals or newsletters
- (8) Security ratings or pricing services
- (9) Market timing services
- (10) Other (specify):
ASSET ALLOCATION

Do not check Item 5.G(3) unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940.

H. If you provide financial planning services, to how many *clients* did you provide these services during your last fiscal year?

- 0 1-10 11-25 26-50 51-100
- 101-250 251-500 More than 500 If more than 500, how many?
30000(round to the nearest 500)

I. If you participate in a *wrap fee program*, do you (check all that apply):

- (1) *sponsor* the *wrap fee program* ?
- (2) act as a portfolio manager for the *wrap fee program*?

If you are a portfolio manager for a wrap fee program, list the names of the programs and their sponsors in Section 5.I(2) of Schedule D.

If your involvement in a wrap fee program is limited to recommending wrap fee programs to your clients, or you advise a mutual fund that is offered through a wrap fee program, do not check either Item 5.I(1) or 5.I(2).

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UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P.

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Item 6 Other Business Activities

In this Item, we request information about your other business activities.

A. You are actively engaged in business as a (check all that apply):

- (1) Broker-dealer
- (2) Registered representative of a broker-dealer
- (3) Futures commission merchant, commodity pool operator, or commodity trading advisor
- (4) Real estate broker, dealer, or agent
- (5) Insurance broker or agent
- (6) Bank (including a separately identifiable department or division of a bank)
- (7) Other financial product salesperson (specify):

YES NO

- B. (1) Are you actively engaged in any other business not listed in Item 6.A. (other than giving investment advice)? YES NO
- (2) If yes, is this other business your primary business? YES NO
- If "yes," describe this other business on Section 6.B. of Schedule D.*
- (3) Do you sell products or provide services other than investment advice to your advisory clients? YES NO

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UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P.

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Item 7 Financial Industry Affiliations

In this Item, we request information about your financial industry affiliations and activities. This information identifies areas in which conflicts of interest may occur between you and your *clients*.

Item 7 requires you to provide information about you and your *related persons*. Your *related persons* are all of your *advisory affiliates* and any *related person* that is under common control with you.

A. You have a *related person* that is a (check all that apply):

- (1) broker-dealer, municipal securities dealer, or government securities broker or dealer
- (2) investment company (including mutual funds)
- (3) other investment adviser (including financial planners)
- (4) futures commission merchant, commodity pool operator, or commodity trading advisor
- (5) banking or thrift institution
- (6) accountant or accounting firm
- (7) lawyer or law firm
- (8) insurance company or agency

- (9) pension consultant
- (10) real estate broker or dealer
- (11) sponsor or syndicator of limited partnerships

If you checked Items 7.A.(1) or (3), you must list on Section 7.A. of Schedule D all your related persons that are investment advisers, broker-dealers, municipal securities dealers, or government securities broker or dealers.

Yes No

B. Are you or any related person a general partner in an investment-related limited partnership or manager of an investment-related limited liability company, or do you advise any other "private fund" as defined under SEC rule 203(b)(3)-1?

If "yes," for each limited partnership or limited liability company, or (if applicable) private fund, complete Section 7.B. of Schedule D. If, however, you are an SEC-registered adviser and you have related persons that are SEC-registered advisers who are the general partners of limited partnerships or the managers of limited liability companies, you do not have to complete Section 7.B. of Schedule D with respect to those related advisers' limited partnerships or limited liability companies.

To use this alternative procedure, you must state in the Miscellaneous Section of Schedule D : (1) that you have related SEC-registered investment advisers that manage limited partnerships or limited liability companies that are not listed in Section 7.B. of Schedule D ; (2) that complete and accurate information about those limited partnerships or limited liability companies is available in Section 7.B. of Schedule D of the Form ADVs of your related SEC-registered advisers; and (3) whether your clients are solicited to invest in any of those limited partnerships or limited liability companies.

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Item 8 Participation or Interest in Client Transactions

In this Item, we request information about your participation and interest in your clients' transactions. Like Item 7, this information identifies areas in which conflicts of interest may occur between you and your clients.

Like Item 7, Item 8 requires you to provide information about you and your related persons.

Proprietary Interest in Client Transactions

A. Do you or any related person:

Yes No

- (1) buy securities for yourself from advisory clients, or sell securities you own to advisory clients (principal transactions)?
- (2) buy or sell for yourself securities (other than shares of mutual funds) that you also recommend to advisory clients?
- (3) recommend securities (or other investment products) to advisory clients in which you or any related person has some other proprietary (ownership) interest (other than those mentioned in Items 8.A(1) or (2))?

Sales Interest in Client Transactions

B. Do you or any related person:

Yes No

- (1) as a broker-dealer or registered representative of a broker-dealer, execute

securities trades for brokerage customers in which advisory *client* securities are sold to or bought from the brokerage customer (agency cross transactions)?

(2) recommend purchase of securities to advisory *clients* for which you or any *related person* serves as underwriter, general or managing partner, or purchaser representative?

(3) recommend purchase or sale of securities to advisory *clients* for which you or any *related person* has any other sales interest (other than the receipt of sales commissions as a broker or registered representative of a broker-dealer)?

Investment or Brokerage Discretion

C. Do you or any *related person* have *discretionary authority* to determine the: Yes No

(1) securities to be bought or sold for a *client's* account?

(2) amount of securities to be bought or sold for a *client's* account?

(3) broker or dealer to be used for a purchase or sale of securities for a *client's* account?

(4) commission rates to be paid to a broker or dealer for a *client's* securities transactions?

D. Do you or any *related person* recommend brokers or dealers to *clients*?

E. Do you or any *related person* receive research or other products or services other than execution from a broker-dealer or a third party in connection with *client* securities transactions?

F. Do you or any *related person*, directly or indirectly, compensate any *person* for *client* referrals?

In responding to this Item 8.F., consider in your response all cash and non-cash compensation that you or a related person gave any person in exchange for client referrals, including any bonus that is based, at least in part, on the number or amount of client referrals.

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Item 9 Custody

In this Item, we ask you whether you or a *related person* has *custody* of *client* assets and about your custodial practices.

A. (1) Do you have *custody* of any advisory *clients'*: Yes No

(a) cash or bank accounts?

(b) securities?

If you are registering or registered with the SEC, answer "No" to Item 9.A.(1)(a) and (b) if you have *custody* solely because (i) you deduct your advisory fees directly from your *clients'* accounts, or (ii) a *related person* maintains *client* funds or securities as a qualified custodian but you have overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person*.

(2) If you checked "yes" to Item 9.A(1)(a) or (b), what is the amount of *client* funds and securities and total number of *clients* for which you have *custody*:

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Item 10 Control Persons

In this Item, we ask you to identify every *person* that, directly or indirectly, *controls* you.

If you are submitting an initial application, you must complete Schedule A and Schedule B. Schedule A asks for information about your direct owners and executive officers. Schedule B asks for information about your indirect owners. If this is an amendment and you are updating information you reported on either Schedule A or Schedule B (or both) that you filed with your initial application, you must complete Schedule C.

Does any *person* not named in Item 1.A. or Schedules A, B, or C, directly or indirectly, *control* your management or policies?

If yes, complete Section 10 of Schedule D.

YES NO

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Item 11 Disclosure Information

In this Item, we ask for information about your disciplinary history and the disciplinary history of all your *advisory affiliates*. We use this information to determine whether to grant your application for registration, to decide whether to revoke your registration or to place limitations on your activities as an investment adviser, and to identify potential problem areas to focus on during our on-site examinations. One event may result in "yes" answers to more than one of the questions below.

Your *advisory affiliates* are: (1) all of your current *employees* (other than *employees* performing only clerical, administrative, support or similar functions); (2) all of your officers, partners, or directors (or any *person* performing similar functions); and (3) all *persons* directly or indirectly *controlling* you or *controlled* by you. If you are a "separately identifiable department or division" (SID) of a bank, see the Glossary of Terms to determine who your *advisory affiliates* are.

If you are registered or registering with the SEC, you may limit your disclosure of any event listed in Item 11 to ten years following the date of the event. If you are registered or registering with a state, you must respond to the questions as posed; you may, therefore, limit your disclosure to ten years following the date of an event only in responding to Items 11.A(1), 11.A(2), 11.B(1), 11.B(2), 11.D(4), and 11.H(1)(a). For purposes of calculating this ten-year period, the date of an event is the date the final order, judgment, or decree was entered, or the date any rights of appeal from preliminary orders, judgments, or decrees lapsed.

You must complete the appropriate Disclosure Reporting Page ("DRP") for "yes" answers to the questions in this Item 11.

For "yes" answers to the following questions, complete a Criminal Action DRP:

- | | YES | NO |
|--|-----------------------|----------------------------------|
| A. In the past ten years, have you or any <i>advisory affiliate</i> : | | |
| (1) been convicted of or plead guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to any <i>felony</i> ? | <input type="radio"/> | <input checked="" type="radio"/> |
| (2) been <i>charged</i> with any <i>felony</i> ? | <input type="radio"/> | <input checked="" type="radio"/> |

If you are registered or registering with the SEC, you may limit your response to Item 11.A(2) to charges that are currently pending.

- | | | |
|--|----------------------------------|----------------------------------|
| B. In the past ten years, have you or any <i>advisory affiliate</i> : | | |
| (1) been convicted of or plead guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to a <i>misdemeanor</i> involving: investments or an <i>investment-related</i> business, or any fraud, false statements, or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses? | <input type="radio"/> | <input checked="" type="radio"/> |
| (2) been <i>charged</i> with a <i>misdemeanor</i> listed in 11.B(1)? | <input checked="" type="radio"/> | <input type="radio"/> |

If you are registered or registering with the SEC, you may limit your response to Item 11.B(2) to charges that are currently pending.

For "yes" answers to the following questions, complete a Regulatory Action DRP:

- | | | |
|---|-----|----|
| C. Has the SEC or the Commodity Futures Trading Commission (CFTC) ever: | YES | NO |
|---|-----|----|

- (1) *found* you or any *advisory affiliate* to have made a false statement or omission?
- (2) *found* you or any *advisory affiliate* to have been *involved* in a violation of SEC or CFTC regulations or statutes?
- (3) *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?
- (4) entered an *order* against you or any *advisory affiliate* in connection with *investment-related* activity?
- (5) imposed a civil money penalty on you or any *advisory affiliate*, or *ordered* you or any *advisory affiliate* to cease and desist from any activity?

D. Has any other federal regulatory agency, any state regulatory agency, or any *foreign financial regulatory authority*:

- (1) ever *found* you or any *advisory affiliate* to have made a false statement or omission, or been dishonest, unfair, or unethical?
- (2) ever *found* you or any *advisory affiliate* to have been *involved* in a violation of *investment-related* regulations or statutes?
- (3) ever *found* you or any *advisory affiliate* to have been a cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?
- (4) in the past ten years, entered an *order* against you or any *advisory affiliate* in connection with an *investment-related* activity?
- (5) ever denied, suspended, or revoked your or any *advisory affiliate's* registration or license, or otherwise prevented you or any *advisory affiliate*, by *order*, from associating with an *investment-related* business or restricted your or any *advisory affiliate's* activity?

E. Has any *self-regulatory organization* or commodities exchange ever:

- (1) *found* you or any *advisory affiliate* to have made a false statement or omission?
- (2) *found* you or any *advisory affiliate* to have been *involved* in a violation of its rules (other than a violation designated as a "*minor rule violation*" under a plan approved by the SEC)?
- (3) *found* you or any *advisory affiliate* to have been the cause of an *investment-related* business having its authorization to do business denied, suspended, revoked, or restricted?
- (4) disciplined you or any *advisory affiliate* by expelling or suspending you or the *advisory affiliate* from membership, barring or suspending you or the *advisory affiliate* from association with other members, or otherwise restricting your or the *advisory affiliate's* activities?

F. Has an authorization to act as an attorney, accountant, or federal contractor granted to you or any *advisory affiliate* ever been revoked or suspended?

G. Are you or any *advisory affiliate* now the subject of any regulatory *proceeding* that could result in a "yes" answer to any part of Item 11.C., 11.D., or 11.E.?

For "yes" answers to the following questions, complete a Civil Judicial Action DRP:

- H. (1) Has any domestic or foreign court: **YES NO**
- (a) in the past ten years, *enjoined* you or any *advisory affiliate* in connection with any *investment-related* activity?

(b) ever found that you or any *advisory affiliate* were involved in a violation of *investment-related* statutes or regulations?

(c) ever dismissed, pursuant to a settlement agreement, an *investment-related* civil action brought against you or any *advisory affiliate* by a state or *foreign financial regulatory authority*?

(2) Are you or any *advisory affiliate* now the subject of any civil *proceeding* that could result in a "yes" answer to any part of Item 11.H(1)?

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Item 12 Small Business

The SEC is required by the Regulatory Flexibility Act to consider the effect of its regulations on small entities. In order to do this, we need to determine whether you meet the definition of "small business" or "small organization" under rule 0-7.

Answer this Item 12 only if you are registered or registering with the SEC and you indicated in response to Item 5.F(2)(c) that you have assets under management of less than \$25 million. You are not required to answer this Item 12 if you are filing for initial registration as a state adviser, amending a current state registration, or switching from SEC to state registration.

For purposes of this Item 12 only:

- Total Assets refers to the total assets of a firm, rather than the assets managed on behalf of *clients*. In determining your or another *person's* total assets, you may use the total assets shown on a current balance sheet (but use total assets reported on a consolidated balance sheet with subsidiaries included, if that amount is larger).
- Control means the power to direct or cause the direction of the management or policies of a *person*, whether through ownership of securities, by contract, or otherwise. Any *person* that directly or indirectly has the right to vote 25 percent or more of the voting securities, or is entitled to 25 percent or more of the profits, of another *person* is presumed to control the other *person*.

A. Did you have total assets of \$5 million or more on the last day of your most recent fiscal year? YES NO

If "yes," you do not need to answer Items 12.B. and 12.C.

B. Do you:

- (1) *control* another investment adviser that had assets under management of \$25 million or more on the last day of its most recent fiscal year? YES NO
- (2) *control* another *person* (other than a natural person) that had total assets of \$5 million or more on the last day of its most recent fiscal year? YES NO

C. Are you:

- (1) *controlled* by or under common *control* with another investment adviser that had assets under management of \$25 million or more on the last day of its most recent fiscal year? YES NO
- (2) *controlled* by or under common *control* with another *person* (other than a natural person) that had total assets of \$5 million or more on the last day of its most recent fiscal year? YES NO

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Part 2 Brochures

FORM ADV

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Form ADV, Schedule A**Direct Owners and Executive Officers**

1. Complete Schedule A only if you are submitting an initial application. Schedule A asks for information about your direct owners and executive officers. Use Schedule C to amend this information.
2. Direct Owners and Executive Officers. List below the names of:
 - (a) each Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Chief Legal Officer, Chief Compliance Officer (Chief Compliance Officer is required and cannot be more than one individual), director, and any other individuals with similar status or functions;
 - (b) if you are organized as a corporation, each shareholder that is a direct owner of 5% or more of a class of your voting securities, unless you are a public reporting company (a company subject to Section 12 or 15(d) of the Exchange Act);

Direct owners include any *person* that owns, beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 5% or more of a class of your voting securities. For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
 - (c) if you are organized as a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 5% or more of your capital;
 - (d) in the case of a trust that directly owns 5% or more of a class of your voting securities, or that has the right to receive upon dissolution, or has contributed, 5% or more of your capital, the trust and each trustee; and
 - (e) if you are organized as a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 5% or more of your capital, and (ii) if managed by elected managers, all elected managers.
3. Do you have any indirect owners to be reported on Schedule B? Yes No
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner or executive officer is an individual.
5. Complete the Title or Status column by entering board/management titles; status as partner, trustee, sole proprietor, elected manager, shareholder, or member; and for shareholders or

members, the class of securities owned (if more than one is issued).

6. Ownership codes are:
- | | | |
|--------------------------|---------------------------|---------------------------|
| NA - less than 5% | B - 10% but less than 25% | D - 50% but less than 75% |
| A - 5% but less than 10% | C - 25% but less than 50% | E - 75% or more |

7. (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.

- (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.

- (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Title or Status	Date Title or Status Acquired MM/YYYY	Ownership Code	Control Person	PR	CRD No. If None: S.S. No. and Date of Birth, IRS Tax No., or Employer ID No.
ALLIANCEBERNSTEIN CORPORATION	DE	GENERAL PARTNER	10/1999	NA	Y	N	107445
ALLIANCEBERNSTEIN HOLDING L.P.	DE	LIMITED PARTNER	10/1999	C	Y	Y	106998
DE CASTRIES, HENRI DE LA CROIX	I	DIRECTOR OF ABC	10/1993	NA	Y	N	4338606
DUVERNE, DENIS	I	DIRECTOR OF ABC	02/1996	NA	Y	N	3028622
TOBIN, PETER JOSEPH	I	DIRECTOR OF ABC	05/2000	NA	Y	N	3231098
JOSEPH, JR., ROBERT, HENRY	I	SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER (UNTIL 4/1/2010)	12/1994	NA	Y	N	1323290
MANLEY, MARK, RANDALL	I	SENIOR VICE PRESIDENT, DEPUTY GENERAL COUNSEL, ASST. SECRETARY OF ABC AND CHIEF COMPLIANCE OFFICER	05/1984	NA	Y	N	1294370
CONDON, CHRISTOPHER, MARK	I	DIRECTOR OF ABC	05/2001	NA	Y	N	51937
STEYN, DAVID, ANDREW	I	CHIEF OPERATING OFFICER	11/2003	NA	Y	N	4782847
SLUTSKY, LORIE, ANN	I	DIRECTOR OF ABC	07/2002	NA	Y	N	4648694
CRANCH, LAURENCE, EDWARD	I	GENERAL COUNSEL	07/2004	NA	Y	N	4828314
CARREL-BILLIARD, DOMINIQUE	I	DIRECTOR OF ABC	07/2004	NA	Y	N	4838411
AXA EQUITABLE LIFE INSURANCE COMPANY	DE	LIMITED PARTNER	12/1985	D	Y	Y	13-5570651
ETZENBACH, PETER	I	DIRECTOR OF ABC	05/2006	NA	Y	N	2715501
HICKS, WESTON,	I	DIRECTOR OF ABC	07/2005	NA	Y	N	2172370

MILLIKEN							
GINGRICH, JAMES, ANDREW	I	CHAIRMAN & CEO OF SANFORD C. BERNSTEIN & CO., LLC	02/2007	NA	Y	N	4123574
DZIADZIO, RICHARD	I	DIRECTOR OF ABC	05/2007	NA	Y	N	4362519
HECHINGER, DEBORAH, SMITH	I	DIRECTOR OF ABC	05/2007	NA	Y	N	5397115
SMITH, ALAN, WRIGHT	I	DIRECTOR OF ABC	07/2005	NA	Y	N	5397121
KRAUS, PETER, STEVEN	I	CHAIRMAN AND CEO	12/2008	NA	Y	N	1605655
MASSAD, LORI, ANNE	I	CHIEF TALENT OFFICER -- TALENT DEVELOPMENT & HUMAN CAPITAL	01/2009	NA	Y	N	5268883
HOWARD, JOHN, BRADLEY	I	CHIEF FINANCIAL OFFICER	04/2010	NA	Y	N	3132622

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P.

IARD/CRD Number: 108477

Rev. 11/2010

Form ADV, Schedule B**Indirect Owners**

- Complete Schedule B only if you are submitting an initial application. Schedule B asks for information about your indirect owners; you must first complete Schedule A, which asks for information about your direct owners. Use Schedule C to amend this information.
- Indirect Owners. With respect to each owner listed on Schedule A (except individual owners), list below:
 - in the case of an owner that is a corporation, each of its shareholders that beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 25% or more of a class of a voting security of that corporation;

For purposes of this Schedule, a *person* beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.

 - in the case of an owner that is a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 25% or more of the partnership's capital;
 - in the case of an owner that is a trust, the trust and each trustee; and
 - in the case of an owner that is a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 25% or more of the LLC's capital, and (ii) if managed by elected managers, all elected managers.
- Continue up the chain of ownership listing all 25% owners at each level. Once a public reporting company (a company subject to Sections 12 or 15(d) of the Exchange Act) is reached, no further ownership information need be given.
- In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is

- an entity incorporated or domiciled in a foreign country, or "I" if the owner is an individual.
- Complete the Status column by entering the owner's status as partner, trustee, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
 - Ownership codes are:

C - 25% but less than 50%	E - 75% or more
D - 50% but less than 75%	F - Other (general partner, trustee, or elected manager)
 - (a) In the *Control Person* column, enter "Yes" if the *person* has *control* as defined in the Glossary of Terms to Form ADV, and enter "No" if the *person* does not have *control*. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are *control persons*.
 (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
 (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Entity in Which Interest Is Owned	Status	Date Status Acquired MM/YYYY	Ownership Code	Control Person	PR	CRD No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
AXA	FE	AXA FINANCIAL, INC.	100% SHAREHOLDER	03/1999	E	Y	Y	0
AXA FINANCIAL, INC.	DE	AXA EQUITABLE LIFE INSURANCE COMPANY	100% SHAREHOLDER	09/1999	E	Y	N	13-3623351

FORM ADV

OMB: 3235-0049

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION

Primary Business Name: ALLIANCEBERNSTEIN L.P. IARD/CRD Number: 108477
 Rev. 11/2010

Form ADV, Schedule D

Section 1.B. Other Business Names

List your other business names and the jurisdictions in which you use them. You must complete a separate Schedule D for each business name.

No Information Filed

Section 1.F. Other Offices

Complete the following information for each office, other than your *principal office and place of business*, at which you conduct investment advisory business. You must complete a separate Schedule D Page 1 for each location. If you are applying for registration, or are registered, only with the SEC, list only the largest five (in terms of numbers of *employees*).

Number and Street 1: ONE NORTH LEXINGTON AVENUE
 Number and Street 2:

City: State: Country: ZIP+4/Postal Code:
 WHITE PLAINS NY USA 10601

If this address is a private residence, check this box:

Telephone Number at this location: Facsimile number at this location:
 (914)993-2300 (914)993-2660

Number and Street 1: Number and Street 2:
 CHIFLEY TOWER, 2 CHIFLEY SQUARE LEVEL 37

City: State: Country: ZIP+4/Postal Code:
 SYDNEY AUSTRALIA NSW 2000

If this address is a private residence, check this box:

Telephone Number at this location: Facsimile number at this location:
 612-9247-9766 612-9247-9766

Number and Street 1: Number and Street 2:
 TD CANADA TRUST TOWER, 161 BAY STREET 27TH FLOOR

City: State: Country: ZIP+4/Postal Code:
 TORONTO CANADA M5J 2S1

If this address is a private residence, check this box:

Telephone Number at this location: Facsimile number at this location:
 (416)601-1262 (416)601-1263

Number and Street 1: Number and Street 2:
 BMB BUILDING, 6TH FLOOR DIPLOMATIC ARENA P.O. BOX 10515

City: State: Country: ZIP+4/Postal Code:
 MANAMA SAUDI ARABIA BAHRAIN

If this address is a private residence, check this box:

Telephone Number at this location: Facsimile number at this location:
 917-530-510 917-530-510

Number and Street 1: Number and Street 2:
 MARUNOUCHI TRUST TOWER MAIN 1-8-3, MARUNOUCHI, CHIYODA-KU

City: State: Country: ZIP+4/Postal Code:
 TOKYO JAPAN 100-0005

If this address is a private residence, check this box:

Telephone Number at this location: Facsimile number at this location:
 81-3-3240-8410 81-3-3240-8534

Number and Street 1: Number and Street 2:
 PRUDENTIAL TOWER, NO. 30 CECEIL STREET, SUITE 28-0 28TH FLOOR

City: State: Country: ZIP+4/Postal Code:
 SINGAPORE SINGAPORE 49712

If this address is a private residence, check this box:

Telephone Number at this location: Facsimile number at this location:
 65-535-0722 65-535-2766

Number and Street 1: Number and Street 2:
 1 MAYFAIR PLACE

City: State: Country: ZIP+4/Postal Code:
 LONDON ENGLAND W1X 6JJ

If this address is a private residence, check this box:

Telephone Number at this location: Facsimile number at this location:
 44-20-7470-0100 44-20-7470-0111

Number and Street 1: Number and Street 2:

SUITE 2608-11, 26/F
 City: HONG KONG
 State: ONE INTERNATIONAL CENTRE, 1 HARBOUR VIEW STREET
 Country: CHINA
 ZIP+4/Postal Code:

If this address is a private residence, check this box:
 Telephone Number at this location: 852-2918-7888
 Facsimile number at this location: 852-2918-0200

Number and Street 1: 22 RIEBEEK STREET
 Number and Street 2:
 City: CAPETOWN
 State:
 Country: SOUTH AFRICA
 ZIP+4/Postal Code: 8001

If this address is a private residence, check this box:
 Telephone Number at this location: 27-21-409-7680
 Facsimile number at this location: 27-11-409-7687

Number and Street 1: WINDSOR, 6TH FLOOR, OFF CST ROAD, SANTA CRUZ
 Number and Street 2: SUITE 604
 City: MUMBAI
 State:
 Country: INDIA
 ZIP+4/Postal Code: 400098

If this address is a private residence, check this box:
 Telephone Number at this location: 91-22-496-0094
 Facsimile number at this location: 91-22-497-5603

Number and Street 1: 701 BRICKELL AVENUE
 Number and Street 2: SUITE 2240
 City: MIAMI
 State: FL
 Country: USA
 ZIP+4/Postal Code: 33131

If this address is a private residence, check this box:
 Telephone Number at this location: (305) 530-6200
 Facsimile number at this location: (305) 530-6264

Number and Street 1: 1000 LOUISIANA STREET
 Number and Street 2: SUITE 3600
 City: HOUSTON
 State: TX
 Country: USA
 ZIP+4/Postal Code: 77002

If this address is a private residence, check this box:
 Telephone Number at this location: (832) 366-2000
 Facsimile number at this location: (832) 366-2000

Number and Street 1: 227 WEST MONROE STREET
 Number and Street 2: SUITE 3700
 City: CHICAGO
 State: IL
 Country: USA
 ZIP+4/Postal Code: 60606

If this address is a private residence, check this box:
 Telephone Number at this location: (312)357-9700
 Facsimile number at this location: (312)357-1197

Number and Street 1: 225 SOUTH SIXTH STREET
 Number and Street 2: SUITE 5000
 City: MINNEAPOLIS
 State: MN
 Country: UNITED STATES
 ZIP+4/Postal Code: 55402

If this address is a private residence, check this box:
 Telephone Number at this location: (612)342-1544
 Facsimile number at this location: (612)342-2149

Number and Street 1: 555 CALIFORNIA STREET		Number and Street 2: SUITE 4300	
City: SAN FRANCISCO	State: CA	Country: USA	ZIP+4/Postal Code: 94104

If this address is a private residence, check this box:

Telephone Number at this location: (415)217-8000	Facsimile number at this location: (415)217-8111
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Number and Street 1: 127 PUBLIC SQUARE		Number and Street 2: SUITE 5000	
City: CLEVELAND	State: OH	Country: UNITED STATES	ZIP+4/Postal Code: 44114

If this address is a private residence, check this box:

Telephone Number at this location: 216-378-8044	Facsimile number at this location:
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Number and Street 1: 53 STATE STREET		Number and Street 2: 29ND FLOOR	
City: BOSTON	State: MA	Country: USA	ZIP+4/Postal Code: 02109

If this address is a private residence, check this box:

Telephone Number at this location: 617-788-3700	Facsimile number at this location:
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Number and Street 1: 101 EAST KENNEDY BLVD.		Number and Street 2: 32ND FLOOR	
City: TAMPA	State: FL	Country: USA	ZIP+4/Postal Code: 33602

If this address is a private residence, check this box:

Telephone Number at this location: 813-314-3300	Facsimile number at this location:
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Number and Street 1: 135 WEST 50TH STREET		Number and Street 2:	
City: NEW YORK	State: NY	Country: USA	ZIP+4/Postal Code: 10020

If this address is a private residence, check this box:

Telephone Number at this location: (212)486-5800	Facsimile number at this location: (212)756-4168
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Number and Street 1: 1999 AVENUE OF THE STARS		Number and Street 2: SUITE 2150	
City: LOS ANGELES	State: CA	Country: USA	ZIP+4/Postal Code: 90067

If this address is a private residence, check this box:

Telephone Number at this location: (310)286-6000	Facsimile number at this location: (310)286-6000
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Number and Street 1: 8000 IH 10 WEST		Number and Street 2: 4TH FLOOR	
City: SAN ANTONIO	State: TX	Country: USA	ZIP+4/Postal Code: 78230

If this address is a private residence, check this box:

Telephone Number at this location:	Facsimile number at this location:
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(210)384-6000	(210)384-6101		
Number and Street 1: 300 CRESCENT COURT	Number and Street 2: SUITE 950		
City: DALLAS	State: TX	Country: USA	ZIP+4/Postal Code: 75201
If this address is a private residence, check this box: <input type="checkbox"/>			
Telephone Number at this location: (214)860-5200	Facsimile number at this location: (214)860-5222		
Number and Street 1: 601 UNION SQUARE	Number and Street 2: SUITE 4650		
City: SEATTLE	State: WA	Country: USA	ZIP+4/Postal Code: 98101
If this address is a private residence, check this box: <input type="checkbox"/>			
Telephone Number at this location: (206)342-1300	Facsimile number at this location: (206)342-1300		
Number and Street 1: 800 CONNECTICUT AVENUE NW	Number and Street 2: SUITE 1001		
City: WASHINGTON	State: DC	Country: USA	ZIP+4/Postal Code: 20006
If this address is a private residence, check this box: <input type="checkbox"/>			
Telephone Number at this location: (202)261-6700	Facsimile number at this location: (202)261-6767		
Number and Street 1: 777 SOUTH FLAGLER DRIVE	Number and Street 2: SUITE 1010 WEST		
City: WEST PALM BEACH	State: FL	Country: USA	ZIP+4/Postal Code: 33401
If this address is a private residence, check this box: <input type="checkbox"/>			
Telephone Number at this location: (561)820-2100	Facsimile number at this location: (561)820-2100		
Number and Street 1: 1735 MARKET STREET	Number and Street 2: SUITE 3800		
City: PHILADELPHIA	State: PA	Country: USA	ZIP+4/Postal Code: 19103
If this address is a private residence, check this box: <input type="checkbox"/>			
Telephone Number at this location: 215-430-5600	Facsimile number at this location:		
Number and Street 1: 1225 17TH ST.	Number and Street 2: SUITE 2900		
City: DENVER	State: CO	Country: USA	ZIP+4/Postal Code: 80202
If this address is a private residence, check this box: <input type="checkbox"/>			
Telephone Number at this location: 303-292-7400	Facsimile number at this location:		
Number and Street 1: 4365 EXECUTIVE DRIVE	Number and Street 2: SUITE 700		
City: SAN DIEGO	State: CA	Country: USA	ZIP+4/Postal Code: 92121

If this address is a private residence, check this box:
 Telephone Number at this location: 858-812-2200 Facsimile number at this location:

Number and Street 1: PROMINENCE TOWER, 3475 PIEDMONT ROAD		Number and Street 2: 19TH FLOOR	
City: ATLANTA	State: GA	Country: UNITED STATES	ZIP+4/Postal Code: 30305

If this address is a private residence, check this box:
 Telephone Number at this location: 404-279-4842 Facsimile number at this location: 404-279-4850

Number and Street 1: NO. 1233 LUJIAZUI RING ROAD		Number and Street 2: ROOM 2601-2602, AZAI CENTER	
City: SHANGHAI	State:	Country: CHINA	ZIP+4/Postal Code: 200120

If this address is a private residence, check this box:
 Telephone Number at this location: 86-21-2893-4828 Facsimile number at this location: 86-21-2893-4899

Number and Street 1: C/ PINAR 5		Number and Street 2:	
City: MADRID	State:	Country: SPAIN	ZIP+4/Postal Code: 28006

If this address is a private residence, check this box:
 Telephone Number at this location: 34-91-745-6836 Facsimile number at this location: 34-91-745-6836

Number and Street 1: AV. PRESIDENTE JUSCELINO KUBITSCHKE		Number and Street 2: 1.726 - 200. ANDAR	
City: SAO PAULO	State:	Country: BRAZIL	ZIP+4/Postal Code: 04548-011

If this address is a private residence, check this box:
 Telephone Number at this location: 55-11-4505-3770 Facsimile number at this location: 55-11-4505-3799

Section 1.I. World Wide Web Site Addresses

List your World Wide Web site addresses. You must complete a separate Schedule D for each World Wide Web site address.

World Wide Web Site Address: WWW.BERNSTEIN.COM

World Wide Web Site Address: WWW.ALLIANCEBERNSTEIN.COM

Section 1.K. Locations of Books and Records

Complete the following information for each location at which you keep your books and records, other than your *principal office and place of business*. You must complete a separate Schedule D Page 1 for each location.

Name of entity where books and records are kept:
ALLIANCEBERNSTEIN L.P.

Number and Street 1:
ONE NORTH LEXINGTON AVENUE

Number and Street 2:

City:
WHITE PLAINS

State:
NY

Country:
USA

ZIP+4/Postal Code:
10601

If this address is a private residence, check this box:

Telephone Number:
(914)993-2300

Facsimile number:
(914)993-2660

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

709 WESTCHESTER AVENUE

Number and Street 2:

City:

WHITE PLAINS

State:

NY

Country:

USA

ZIP+4/Postal Code:

10604

If this address is a private residence, check this box:

Telephone Number:
(914)684-6900

Facsimile number:
(914)684-0426

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN AUSTRALIA LIMITED

Number and Street 1:

LEVEL 29, GOVERNOR PHILIP TOWER, 1 FARRER PLACE

Number and Street 2:

City:

SYDNEY

State:

Country:

AUSTRALIA

ZIP+4/Postal Code:

NSW 2000

If this address is a private residence, check this box:

Telephone Number:
612-9247-9766

Facsimile number:
612-9247-9910

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN CANADA, INC.

Number and Street 1:

BCE PLACE, 1 BAY STREET, SUITE 2350

Number and Street 2:

P.O. BOX 742

City:

TORONTO

State:

Country:

CANADA

ZIP+4/Postal Code:

M5J 2T3

If this address is a private residence, check this box:

Telephone Number: (416)601-1263 Facsimile number: (416)601-1263

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:
 FUJI SECURITY

Number and Street 1: 973 AZA DAIKAN OAZA KAMIYATSU OGOSE-CHO Number and Street 2: IRUMA-GUN

City: SAITAMA State: Country: JAPAN ZIP+4/Postal Code: 350-0407

If this address is a private residence, check this box:

Telephone Number: 81-49-292-7388 Facsimile number: 81-49-292-7387

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORD MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:
 ALLIANCE CAPITAL MANAGEMENT INTERNATIONAL

Number and Street 1: BMB BUILDING, 6TH FLOOR, DIPLOMATIC ARENA Number and Street 2: P.O. BOX 10515

City: MANAMA State: Country: BAHRAIN ZIP+4/Postal Code:

If this address is a private residence, check this box:

Telephone Number: 973-530-510 Facsimile number: 973-530-520

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:
 ALLIANCEBERNSTEIN JAPAN LTD.

Number and Street 1: OHTEMACHI FIRST SQUARE WEST TOWER, 12F Number and Street 2:

City: 1-5-1 OHTEMACHI, CHIYODA-KU TOKYO State: JAPAN Country: JAPAN ZIP+4/Postal Code: 100-0004

If this address is a private residence, check this box:

Telephone Number:
81-3-3240-8410

Facsimile number:
83-3-3240-8534

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:
ALLIANCEBERNSTEIN HONG KONG LIMITED

Number and Street 1: SUITE 2608-11, 26/F Number and Street 2: ONE INTERNATIONAL FINANCE CENTRE,1 HARBOUR VIEW ST

City: HONG KONG State: Country: CHINA ZIP+4/Postal Code:

If this address is a private residence, check this box:

Telephone Number: 852-2918-7888 Facsimile number: 852-2918-0200

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:
ALLIANCEBERNSTEIN (SINGAPORE) LTD.

Number and Street 1: 1 FINLAYSON GREEN #13-00 Number and Street 2:

City: SINGAPORE State: Country: SINGAPORE ZIP+4/Postal Code: 049246

If this address is a private residence, check this box:

Telephone Number: 65-535-0722 Facsimile number: 65-535-2766

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:
ALLIANCEBERNSTEIN LIMITED

Number and Street 1: 1 MAYFAIR PLACE Number and Street 2:

City: LONDON State: Country: ENGLAND ZIP+4/Postal Code: W1X 6JJ

If this address is a private residence, check this box:

Telephone Number: 44-20-7470-0100 Facsimile number: 44-20-7470-0111

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

SANFORD C. BERNSTEIN LIMITED

Number and Street 1:
99 GRESHAM STREET

Number and Street 2:

City:
LONDON

State:

Country:
ENGLAND

ZIP+4/Postal Code:
EC2V 7NG

If this address is a private residence, check this box:

Telephone Number: 44-20-7367-7300 Facsimile number: 44-20-7367-7350

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

IRON MOUNTAIN RECORD MANAGEMENT

Number and Street 1:
9715 JAMES AVENUE SOUTH

Number and Street 2:

City:
MINNEAPOLIS

State:
MN

Country:
USA

ZIP+4/Postal Code:
55431

If this address is a private residence, check this box:

Telephone Number: (612)888-3852 Facsimile number: (952)887-2760

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

IRON MOUNTAIN

Number and Street 1:
1301 S. ROCKWELL STREET

Number and Street 2:

City:
CHICAGO

State:
IL

Country:
USA

ZIP+4/Postal Code:
60608

View All Pages

If this address is a private residence, check this box:
 Telephone Number: (773)522-5100 Facsimile number: (952)887-2760

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE
 INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

DIVERSIFIED RECORDS

Number and Street 1:

FOURTH STREET & PACIFIC AVENUE

Number and Street 2:

City:

WEST PITTSBURGH

State:

PA

Country:

USA

ZIP+4/Postal Code:

18643

If this address is a private residence, check this box:

Telephone Number:

(800)458-4710

Facsimile number:

(570)342-5291

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE
 INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN INVESTMENT RESEARCH (PROPRIETARY) LIMITED

Number and Street 1:

5TH FLOOR DE WATERKANT

Number and Street 2:

9 SOMERSET ROAD

City:

CAPETOWN

State:

Country:

SOUTH AFRICA

ZIP+4/Postal Code:

8001

If this address is a private residence, check this box:

Telephone Number:

27-21-409-7680

Facsimile number:

27-11-409-7687

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE
 INVESTMENT ADVISORS ACT.

Name of entity where books and records are kept:

ALLIANCE CAPITAL ASSET MANAGEMENT (INDIA) PRIVATE LIMITED

Number and Street 1:

82, DR. ANNIE BESANT ROAD

Number and Street 2:

INDAGE HOUSE, GROUND FLOOR

City:

WORLI, MUMBAI

State:

Country:

INDIA

ZIP+4/Postal Code:

400-018

If this address is a private residence, check this box:
 Telephone Number: 91-22-496-0094
 Facsimile number: 91-22-497-5603
 This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISORS ACT.

Name of entity where books and records are kept:
 HAYS INFORMATION MANAGEMENT
 Number and Street 1:
 QUADRANT HOUSE 15/16 STOCKWELL GREEN
 City: LONDON State: Country: ENGLAND ZIP+4/Postal Code: SW9 9JJ
 Number and Street 2:

If this address is a private residence, check this box:
 Telephone Number: 020-7540-2300
 Facsimile number:
 This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:
 PICKFORDS RECORDS MANAGEMENT
 Number and Street 1:
 345 SOUTHBURY ROAD
 City: MIDDLESEX State: Country: ENGLAND ZIP+4/Postal Code: EN1 1UP
 Number and Street 2:

If this address is a private residence, check this box:
 Telephone Number: 020-8219-8220
 Facsimile number:
 This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
 CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:
 IRON MOUNTAIN, INC.
 Number and Street 1:
 64 LEONE LANE
 City: CHESTER State: NY Country: USA ZIP+4/Postal Code: 10918
 Number and Street 2:

If this address is a private residence, check this box:

Telephone Number: (845)469-5510 Facsimile number: (845)469-6632

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.

CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

IRON MOUNTAIN, INC.

Number and Street 1:

22 KIMBERLY PLACE

Number and Street 2:

City:

EAST BRUNSWICK

State:

NJ

Country:

USA

ZIP+4/Postal Code:

08816

If this address is a private residence, check this box:

Telephone Number: (732)651-2800 Facsimile number: (732)651-8655

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.

CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

EAGLE BUSINESS ARCHIVES

Number and Street 1:

2302 49TH AVENUE

Number and Street 2:

City:

LONG ISLAND CITY

State:

NY

Country:

USA

ZIP+4/Postal Code:

11101

If this address is a private residence, check this box:

Telephone Number: (718)663-0400 Facsimile number: (718)729-8682

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.

CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

EAGLE BUSINESS ARCHIVES

Number and Street 1:

9 EMPIRE BOULEVARD

Number and Street 2:

City:

SOUTH HACKENSACK

State:

NJ

Country:

USA

ZIP+4/Postal Code:

07606

If this address is a private residence, check this box:

Telephone Number: (201)641-3992 Facsimile number: (201)691-3992

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

227 WEST MONROE STREET

Number and Street 2:

City:

CHICAGO

State:

IL

Country:

USA

ZIP+4/Postal Code:

60606

If this address is a private residence, check this box:

Telephone Number: (312)357-9700 Facsimile number: (312)357-1197

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

601 SECOND AVENUE SOUTH

Number and Street 2:

City:

MINNEAPOLIS

State:

MN

Country:

USA

ZIP+4/Postal Code:

55402

If this address is a private residence, check this box:

Telephone Number: (612)342-1544 Facsimile number: (612)342-2149

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

701 BRICKELL AVENUE

Number and Street 2:

SUITE 2240

City:

MIAMI

State:

FL

Country:

USA

ZIP+4/Postal Code:

33131

If this address is a private residence, check this box:

Telephone Number: (305) 530-6200 Facsimile number: (305) 530-6264

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1: 1000 LOUISIANA STREET Number and Street 2: SUITE 3600

City: HOUSTON State: TX Country: USA ZIP+4/Postal Code: 77002

If this address is a private residence, check this box:

Telephone Number: (832) 366-2000 Facsimile number: (832) 366-2000

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

DATALOK

Number and Street 1: 4881 W. 145TH STREET Number and Street 2:

City: HAWTHORNE State: CA Country: UNITED STATES ZIP+4/Postal Code: 90250

If this address is a private residence, check this box:

Telephone Number: 310-973-6091 Facsimile number:

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
RECORDS OF ALLIANCEBERNSTEIN L.P.

Name of entity where books and records are kept:

IRON MOUNTAIN, INC.

Number and Street 1: 2425 SOUTH HALSTED Number and Street 2:

City: CHICAGO State: IL Country: USA ZIP+4/Postal Code: 60606

If this address is a private residence, check this box:

Telephone Number: (312)674-1595 Facsimile number:

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORD MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

IRON MOUNTAIN, INC.

Number and Street 1:
4175 CHANDLER DRIVE

Number and Street 2:

City:	State:	Country:	ZIP+4/Postal Code:
HANDOVER PARK	IL	USA	60133

If this address is a private residence, check this box:

Telephone Number: (630)540-9700 Facsimile number:

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORD MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

IRON MOUNTAIN, INC.

Number and Street 1:
931 NORTH BROADWAY

Number and Street 2:

City:	State:	Country:	ZIP+4/Postal Code:
SAN ANTONIO	TX	USA	78215

If this address is a private residence, check this box:

Telephone Number: (210)226-8999 Facsimile number: (210)223-3091

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORD MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

IRON MOUNTAIN, INC.

Number and Street 1:
7960 CENTRAL INDUSTRIAL BOULEVARD

Number and Street 2:

City:	State:	Country:	ZIP+4/Postal Code:
WEST PALM BEACH	FL	USA	33404

If this address is a private residence, check this box:

Telephone Number:
(561)842-5783

Facsimile number:

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.

CERTAIN BOOKS AND RECORD MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

IRON MOUNTAIN TORONTO

Number and Street 1:

70 TALMAN COURT

Number and Street 2:

City:

CONCORD

State:

Country:

ONTARIO

ZIP+4/Postal Code:

L4K 4L5

If this address is a private residence, check this box:

Telephone Number:

(905)760-0764

Facsimile number:

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.

CERTAIN BOOKS AND RECORD MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

IRON MOUNTAIN (UK) LIMITED

Number and Street 1:

WHITELAW HOUSE, MACMILLAN ROAD

Number and Street 2:

City:

LIVINGSTON

State:

Country:

UK

ZIP+4/Postal Code:

EH54 7DF

If this address is a private residence, check this box:

Telephone Number:

020 7939 1500

Facsimile number:

020 7939 1501

This is (check one):

- one of your branch offices or affiliates.
 a third-party unaffiliated recordkeeper.
 other.

Briefly describe the books and records kept at this location.

CERTAIN BOOKS AND RECORD MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

WANBISHI ARCHIVES

Number and Street 1:

568 TAKAMI OGAWA-CHO

Number and Street 2:

HIK-GUN

City:

SAITAMA

State:

Country:

JAPAN

ZIP+4/Postal Code:

355-0306

If this address is a private residence, check this box:

Telephone Number:
81-48-582-2521

Facsimile number:
81-48-582-2533

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORD MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

555 CALIFORNIA STREET, SUITE 4300

Number and Street 2:

City:

SAN FRANCISCO

State:

CA

Country:

USA

ZIP+4/Postal Code:

94104

If this address is a private residence, check this box:

Telephone Number:
(415)217-8000

Facsimile number:
(415)217-8111

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

135 WEST 50TH STREET

Number and Street 2:

City:

NEW YORK

State:

NY

Country:

USA

ZIP+4/Postal Code:

10020

If this address is a private residence, check this box:

Telephone Number:
(212)887-3000

Facsimile number:
(212)756-4168

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN, LP

Number and Street 1:

1530 DUNWOODY VILLAGE PKWY

Number and Street 2:

City:

DUNWOODY

State:

GA

Country:

USA

ZIP+4/Postal Code:

30338

If this address is a private residence, check this box:

Telephone Number:
404-279-4842

Facsimile number:
404-279-4850

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS & RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

1999 AVENUE OF THE STARS, SUITE 2150

Number and Street 2:

City:

LOS ANGELES

State:

CA

Country:

USA

ZIP+4/Postal Code:

90067

If this address is a private residence, check this box:

Telephone Number:
(310)286-6000

Facsimile number:
(310)286-6000

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

8000 I H 10 WEST, 4TH FLOOR

Number and Street 2:

City:

SAN ANTONIO

State:

TX

Country:

USA

ZIP+4/Postal Code:

78230

If this address is a private residence, check this box:

Telephone Number:
(210)384-6000

Facsimile number:
(210)384-6101

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

300 CRESCENT COURT, SUITE 950

Number and Street 2:

City:

DALLAS

State:

TX

Country:

USA

ZIP+4/Postal Code:

75201

If this address is a private residence, check this box:

Telephone Number:
(214)860-5200

Facsimile number:
(214)860-5222

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

601 UNION STREET

Number and Street 2:

City:

SEATTLE

State:

WA

Country:

USA

ZIP+4/Postal Code:

98101

If this address is a private residence, check this box:

Telephone Number:

(206)342-1300

Facsimile number:

(206)342-1300

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

800 CONNECTICUT AVENUE NW, SUITE 1001

Number and Street 2:

City:

WASHINGTON

State:

DC

Country:

USA

ZIP+4/Postal Code:

20006

If this address is a private residence, check this box:

Telephone Number:

(202)261-6700

Facsimile number:

(202)261-6767

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Name of entity where books and records are kept:

ALLIANCEBERNSTEIN L.P.

Number and Street 1:

777 SOUTH FLAGLER DRIVE, SUITE 1010 WEST

Number and Street 2:

City:

WEST PALM BEACH

State:

FL

Country:

USA

ZIP+4/Postal Code:

33401

If this address is a private residence, check this box:

Telephone Number:
(561)820-2100

Facsimile number:
(561)820-2121

This is (check one):

- one of your branch offices or affiliates.
- a third-party unaffiliated recordkeeper.
- other.

Briefly describe the books and records kept at this location.
CERTAIN BOOKS AND RECORDS MAINTAINED IN ACCORDANCE WITH SECTION 204 OF THE INVESTMENT ADVISERS ACT.

Section 1.L. Registration with Foreign Financial Regulatory Authorities

List the name, in English, of each foreign financial regulatory authority and country with which you are registered. You must complete a separate Schedule D Page 2 for each foreign financial regulatory authority with whom you are registered.

No Information Filed

Section 2.A(7) Affiliated Adviser

No Information Filed

Section 2.A(8) Newly Formed Adviser

If you are relying on rule 203A-2(d), the newly formed adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations. You must make both of these representations:

- I am not registered or required to be registered with the SEC or a state securities authority and I have a reasonable expectation that I will be eligible to register with the SEC within 120 days after the date my registration with the SEC becomes effective.
- I undertake to withdraw from SEC registration if, on the 120th day after my registration with the SEC becomes effective, I would be prohibited by Section 203A(a) of the Advisers Act from registering with the SEC.

Section 2.A(9) Multi-State Adviser

If you are relying on rule 203A-2(e), the multi-state adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations.

If you are applying for registration as an investment adviser with the SEC, you must make both of these representations:

- I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of 30 or more states to register as an investment adviser with the securities authorities in those states.
- I undertake to withdraw from SEC registration if I file an amendment to this registration indicating that I would be required by the laws of fewer than 25 states to register as an investment adviser with the securities authorities of those states.

If you are submitting your annual updating amendment, you must make this representation:

- Within 90 days prior to the date of filing this amendment, I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of at least 25 states to register as an investment adviser with the securities authorities in those states.

Section 2.A(11) SEC Exemptive Order

No Information Filed

Section 4 Successions

Complete the following information if you are succeeding to the business of a currently-registered investment adviser. If you acquired more than one firm in the succession you are reporting on this Form ADV, you must complete a separate Schedule D Page 3 for each acquired firm. See Part 1A Instruction 4.

No Information Filed

Section 5.I(2) Wrap Fee Programs

If you are a portfolio manager for one or more *wrap fee programs*, list the name of each program and its *sponsor*. You must complete a separate Schedule D Page 3 for each *wrap fee program* for which you are a portfolio manager.

Name of *Wrap Fee Program*
FIDUCIARY SERVICES PROGRAM

Name of *Sponsor*
SMITH BARNEY

Name of *Wrap Fee Program*
WELLS SELECT

Name of *Sponsor*
WELLS FARGO

Name of *Wrap Fee Program*
MAP

Name of *Sponsor*
SEI INVESTMENTS

Name of *Wrap Fee Program*
COMMONWEALTH EQUITY SERVICES

Name of *Sponsor*
COMMONWEALTH

Name of *Wrap Fee Program*
ADVANCE PROGRAM

Name of *Sponsor*
BANK OF MONTREAL NESBITT BURNS

Name of *Wrap Fee Program*
CONSULTING SERVICES SELECTS

Name of *Sponsor*
BANK OF AMERICA

Name of *Wrap Fee Program*
MANAGED ACCOUNT LINK

Name of *Sponsor*
LOCKWOOD FINANCIAL SERVICES

Name of *Wrap Fee Program*
CONCORD-EQUITY GROUP ADVISORS

Name of *Sponsor*

CONCORD EQUITY GROUP

Name of Wrap Fee Program
MANAGED ACCOUNT SELECT

Name of Sponsor
CHARLES SCHWAB

Name of Wrap Fee Program
PREMIER PORTFOLIO SERVICES

Name of Sponsor
AMERIPRISE

Name of Wrap Fee Program
SEPARATE ACCOUNT MANAGEMENT PROGRAM

Name of Sponsor
D.A. DAVIDSON

Name of Wrap Fee Program
MANAGED ACCOUNT PROGRAM

Name of Sponsor
JANNEY MONTGOMERY

Name of Wrap Fee Program
BAIRD PREFERRED MANAGERS

Name of Sponsor
R.W. BAIRD

Name of Wrap Fee Program
CONSULTING SERVICES

Name of Sponsor
RAYMOND JAMES

Name of Wrap Fee Program
MANAGED ACCOUNT PROGRAM

Name of Sponsor
STIFEL NICOLAUS

Name of Wrap Fee Program
UNKNOWN

Name of Sponsor
JP MORGAN CHASE

Name of Wrap Fee Program
ADVISORPORT PROGRAM

Name of Sponsor
ADVISORPORT

Name of Wrap Fee Program
UNKNOWN

Name of Sponsor
EVERGREEN INVESTMENTS

Name of Wrap Fee Program
THE DIAMOND PORTFOLIO

Name of Sponsor

HSBC SECURITIES (CANADA)

Name of *Wrap Fee Program*
AMBASSADOR PORTFOLIO SERVICES

Name of *Sponsor*
NATIONAL BANK FINANCIAL (NBF)

Name of *Wrap Fee Program*
RKA CHOICE ACCOUNT

Name of *Sponsor*
RK ADVISORS

Name of *Wrap Fee Program*
UNKNOWN

Name of *Sponsor*
FOLIO DYNAMIX

Name of *Wrap Fee Program*
UNKNOWN

Name of *Sponsor*
TORONTO DOMINION

Name of *Wrap Fee Program*
UNKNOWN

Name of *Sponsor*
RICHARDSON PARTNERS

Name of *Wrap Fee Program*
UNKNOWN

Name of *Sponsor*
ENVESTNET

Name of *Wrap Fee Program*
UNKNOWN

Name of *Sponsor*
NATIONWIDE FINANCIAL

Name of *Wrap Fee Program*
CORE ASSET MANAGER

Name of *Sponsor*
BRINKER CAPITAL

Name of *Wrap Fee Program*
CONSULTING SOLUTIONS

Name of *Sponsor*
RBC DAIN RAUSCHER

Name of *Wrap Fee Program*
ACCESS

Name of *Sponsor*
MORGAN STANLEY

Name of *Wrap Fee Program*
MANAGED ACCOUNT PROGRAM (MAP)

Name of *Sponsor*

EDWARD JONES

Name of *Wrap Fee Program*

MASTERS PROGRAM

Name of *Sponsor*

WACHOVIA SECURITIES

Name of *Wrap Fee Program*

ADVISORY SERVICES

Name of *Sponsor*

LPL FINANCIAL

Name of *Wrap Fee Program*

CONSULTS

Name of *Sponsor*

MERRILL LYNCH

Name of *Wrap Fee Program*

MANAGED ACCOUNT PROGRAMS

Name of *Sponsor*

MOORS & CABOT

Name of *Wrap Fee Program*

MAP

Name of *Sponsor*

FUNDQUEST

Name of *Wrap Fee Program*

PROAM

Name of *Sponsor*

NBC SECURITIES

Name of *Wrap Fee Program*

ACCESS

Name of *Sponsor*

UBS

Name of *Wrap Fee Program*

MACS

Name of *Sponsor*

PRUDENTIAL

Name of *Wrap Fee Program*

PLATFORM STRATEGIC TRUST

Name of *Sponsor*

WELLS FARGO, PLATFORM STRATEGIC TRUST

Name of *Wrap Fee Program*

SELECT UMA

Name of *Sponsor*

SMITH BARNEY

Name of *Wrap Fee Program*

DMA

Name of *Sponsor*

WACHOVIA

Name of *Wrap Fee Program*
STRATEGIC WEALTH PORTFOLIOS

Name of *Sponsor*
UBS

Name of *Wrap Fee Program*
UMA PROGRAM

Name of *Sponsor*
BRINKER CAPITAL

Name of *Wrap Fee Program*
IMAP

Name of *Sponsor*
SEI

Name of *Wrap Fee Program*
MORGAN STANLEY PPA

Name of *Sponsor*
MORGAN STANLEY

Name of *Wrap Fee Program*
MERRILL LYNCH UDP

Name of *Sponsor*
BANK OF AMERICA MERRILL LYNCH

Name of *Wrap Fee Program*
ARCHITECT

Name of *Sponsor*
BANK OF MONTREAL

Section 6.B. Description of Primary Business

No Information Filed

Section 7.A. Affiliated Investment Advisers and Broker-Dealers

You must complete the following information for each *related person* investment adviser and broker-dealer. You must complete a separate Schedule D Page 3 for each listed *related person*.

(1) Legal Name of *Related Person*:
SANFORD C. BERNSTEIN & CO., L.L.C.

(2) Primary Business Name of *Related Person*:
SANFORD C. BERNSTEIN & CO., L.L.C.

(3) *Related Person* is (check only one box):

- Investment Adviser
- Broker-Dealer
- Dual (Investment Adviser and Broker-Dealer)

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in

Yes No

connection with advisory services you provide to *clients*?

(5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person* ?

Related Person Adviser's SEC File Number (if any)
801- 57937

Related Person's CRD Number (if any):
104474

(1) Legal Name of *Related Person*:
ALLIANCE CORPORATE FINANCE GROUP INCORPORATED

(2) Primary Business Name of *Related Person*:
ALLIANCE CORPORATE FINANCE GROUP INCORPORATED

(3) *Related Person* is (check only one box):

- Investment Adviser
- Broker-Dealer
- Dual (Investment Adviser and Broker-Dealer)

Yes No

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?

(5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person* ?

Related Person Adviser's SEC File Number (if any)
801- 43569

Related Person's CRD Number (if any):
107437

(1) Legal Name of *Related Person*:
ENTERPRISE CAPITAL MANAGEMENT, INC.

(2) Primary Business Name of *Related Person*:
ENTERPRISE CAPITAL MANAGEMENT, INC.

(3) *Related Person* is (check only one box):

- Investment Adviser
- Broker-Dealer

Dual (Investment Adviser and Broker-Dealer)

Yes No

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?

(5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person* ?

Related Person Adviser's SEC File Number (if any)
801- 27181

Related Person's CRD Number (if any):
105430

(1) Legal Name of *Related Person*:
ENTERPRISE FUND DISTRIBUTORS, INC.

(2) Primary Business Name of *Related Person*:
ENTERPRISE FUND DISTRIBUTORS, INC.

(3) *Related Person* is (check only one box):

- Investment Adviser
- Broker-Dealer
- Dual (Investment Adviser and Broker-Dealer)

Yes No

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?

(5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person* ?

Related Person Adviser's SEC File Number (if any)
801-

Related Person's CRD Number (if any):
883

(1) Legal Name of *Related Person*:
AXA EQUITABLE LIFE INSURANCE COMPANY

(2) Primary Business Name of *Related Person*:
AXA EQUITABLE LIFE INSURANCE COMPANY

(3) *Related Person* is (check only one box):

ALLIANCEBERNSTEIN CORPORATION

(3) *Related Person* is (check only one box):

- Investment Adviser
 Broker-Dealer
 Dual (Investment Adviser and Broker-Dealer)

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*? Yes No
 (5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person*? *Related Person* Adviser's SEC File Number (if any)
801- 39910*Related Person's* CRD Number (if any):
107445(1) Legal Name of *Related Person*:
ALLIANCEBERNSTEIN HOLDING L.P.(2) Primary Business Name of *Related Person*:
ALLIANCEBERNSTEIN HOLDING L.P.(3) *Related Person* is (check only one box):

- Investment Adviser
 Broker-Dealer
 Dual (Investment Adviser and Broker-Dealer)

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*? Yes No
 (5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person*? *Related Person* Adviser's SEC File Number (if any)
801- 32361*Related Person's* CRD Number (if any):
106998(1) Legal Name of *Related Person*:

ALLIANCEBERNSTEIN INVESTMENTS, INC.

(2) Primary Business Name of *Related Person*:
ALLIANCEBERNSTEIN INVESTMENTS, INC.

(3) *Related Person* is (check only one box):

- Investment Adviser
- Broker-Dealer
- Dual (Investment Adviser and Broker-Dealer)

Yes No

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?

(5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person* ?

Related Person Adviser's SEC File Number (if any)
801-

Related Person's CRD Number (if any):
14549

(1) Legal Name of *Related Person*:
AXA DISTRIBUTORS, LLC

(2) Primary Business Name of *Related Person*:
AXA DISTRIBUTORS, LLC

(3) *Related Person* is (check only one box):

- Investment Adviser
- Broker-Dealer
- Dual (Investment Adviser and Broker-Dealer)

Yes No

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?

(5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person* ?

Related Person Adviser's SEC File Number (if any)
801-

Related Person's CRD Number (if any):

25900

(1) Legal Name of *Related Person*:
SANFORD C. BERNSTEIN LIMITED

(2) Primary Business Name of *Related Person*:
SANFORD C. BERNSTEIN LIMITED

(3) *Related Person* is (check only one box):

- Investment Adviser
- Broker-Dealer
- Dual (Investment Adviser and Broker-Dealer)

Yes No

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?

(5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person* ?

Related Person Adviser's SEC File Number (if any)
801-

Related Person's CRD Number (if any):

(1) Legal Name of *Related Person*:
ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

(2) Primary Business Name of *Related Person*:
ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

(3) *Related Person* is (check only one box):

- Investment Adviser
- Broker-Dealer
- Dual (Investment Adviser and Broker-Dealer)

Yes No

(4) If the *related person* is a broker-dealer, is it a qualified custodian for your *clients* in connection with advisory services you provide to *clients*?

(5) If you are registering or registered with the SEC and you have answered "yes," have you overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)(2)-(d)(5)) from the *related person* broker-dealer, and thus are not required to obtain a surprise examination for your *clients'* funds or securities that are maintained at the *related person* ?

Related Person Adviser's SEC File Number (if any)
801- 40414

Related Person's CRD Number (if any):
107439

Section 7.B. Limited Partnership Participation or Other Private Fund Participation

You must complete a separate Schedule D Page 4 for each limited partnership in which you or a *related person* is a general partner, each limited liability company for which you or a *related person* is a manager, and each other private fund that you advise.

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL OPPORTUNITIES (EURO MANAGED) HEDGE FUND LTD.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 20035671

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES (STERLING MANAGED) LTD.- HEDGE FUND A

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 200000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:

\$ 277929

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES (EURO MANAGED) LTD.- HEDGE FUND A

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 442212

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN CURRENCY HIGH ALPHA FUND (STERLING) LTD.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 229164271

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN CURRENCY HIGH ALPHA FUND (USD) LTD.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 1000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 4998309

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE TAFT-HARTLEY INTERNATIONAL GROWTH SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 215122771

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN TAFT-HARTLEY INTERNATIONAL VALUE SERIS, A SEPARATE SERIES OF THE SCB TRUST

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:

\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:

\$ 228531417

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES (USD MANAGED) LTD.- HEDGE FUND A

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 70024470

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES (EURO MANAGED) LTD.- HEDGE FUND B

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 42030443

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES L.P.- HEDGE FUND A

Name of General Partner or Manager:
BERNSTEIN ALTERNATIVE INVESTMENT MANAGEMENT L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 276425637

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES L.P.- HEDGE FUND B

Name of General Partner or Manager:
BERNSTEIN ALTERNATIVE INVESTMENT MANAGEMENT L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 260477534

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES L.P.- HEDGE FUND C

Name of General Partner or Manager:
BERNSTEIN ALTERNATIVE INVESTMENT MANAGEMENT L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?

1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 21732457

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES- MARKET NEUTRAL LTD. HEDGE FUND B

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 7464799

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES (STERLING MANAGED) LTD.- HEDGE FUND B

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 3211760

Name of Limited Partnership, Limited Liability Company, or other Private Fund:

BERNSTEIN GLOBAL OPPORTUNITIES HEDGE FUND L.P.

Name of General Partner or Manager:
BERNSTEIN GLOBAL OPPORTUNITIES MANAGEMENT L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 543639500

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN GLOBAL OPPORTUNITIES HEDGE FUND LTD.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 118033720

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN ADVANCED VALUE HEDGE FUND L.P.

Name of General Partner or Manager:
ACM ADVANCED VALUE MANAGEMENT L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other

private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?

1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 250000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 188591984

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
SANFORD C. BERNSTEIN ADVANCED VALUE OFFSHORE FUND LTD.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 1000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 59202693

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN GLOBAL DIVERSIFIED HEDGE FUND L.P.

Name of General Partner or Manager:
BERNSTEIN GLOBAL DIVERSIFIED MANAGEMENT L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other

private fund:
\$ 295215827

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN GLOBAL DIVERSIFIED STRATEGIES (USD MANAGED) LTD- HEDGE FUND B

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 188985870

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ACM DIVERSIFIED ASSET STRATEGY PLUS FUND LTD.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 48078577

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN GLOBAL DIVERSIFIED PLUS HEDGE FUND L.P.

Name of General Partner or Manager:
BERNSTEIN GLOBAL DIVERSIFIED MANAGEMENT L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 369572377

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN MULTI-STRATEGY FIXED INCOME HEDGE FUND LTD.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 1524961

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN MULTI-STRATEGY FIXED INCOME HEDGE FUND L.P.

Name of General Partner or Manager:
BERNSTEIN MULTI-STRATEGY FIXED INCOME MANAGEMENT FUND L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 4495552

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN TAFT-HARTLEY INTERNATIONAL VALUE SERIES- DEVELOPED MARKETS SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 318656639

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN INTERNATIONAL VALUE-DEVELOPED MARKETS (UNHEDGED CAP-WEIGHTED) SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 429592310

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN INTERNATIONAL VALUE-DEVELOPED MARKETS (HALF-HEDGED GDP-WEIGHTED) SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 179085687

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN TAX-MANAGED INTERNATIONAL VALUE SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 206752312

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN EMERGING MARKETS VALUE SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?

1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 2233305667

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN TAX-MANAGED INTERNATIONAL BLEND SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 216045926

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN INTERNATIONAL VALUE ALL COUNTRY SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 697746617

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN INTERNATIONAL VALUE SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 979352165

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN INTERNATIONAL ALL-COUNTRY BLEND SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 715330848

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN TAX-MANAGED GLOBAL STYLE BLEND SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 1139297070

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERSTEIN GLOBAL STYLE BLEND SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 576198238

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN GLOBAL STRATEGIC VALUE SERIES, A SEPARATE SERIES OF THE SCB DBT

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 173370377

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
BERNSTEIN EMERGING MARKETS VALUE TRUST, A SEPARATE INVESTMENT SUB-FUND OF THE BERNSTEIN GROUP TRUST

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 295643

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE INSTITUTIONAL FUND US SMALL CAP GROWTH

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 18236787

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE INSTITUTIONAL FUND US GROWTH

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 2784375

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE INSTITUTIONAL FUND LARGE CAP GROWTH

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 72082511

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE INSTITUTIONAL FUND INTERNATIONAL EQUITY

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

View All Pages

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 381033938

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE INSTITUTIONAL FUND GLOBAL PLUS FIXED INCOME

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 3666732

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE INSTITUTIONAL FUND US STYLE BLEND

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 160601542

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE INSTITUTIONAL FUND EMERGING MARKETS EQUITY FUND

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Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 3000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 194533563

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCE INSTITUTIONAL FUND GLOBAL RESEARCH GROWTH

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P. AND ALLIANCEBERNSTEIN GLOBAL DERIVATIVES CORPORATION

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 31912686

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN VENTURE FUND I, L.P.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN ESG VENTURE MANAGEMENT, L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?

1%

Minimum investment commitment required of a limited partner, member, or other investor:

\$ 20000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:

\$ 161195128

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN CURRENCY HIGH ALPHA FUND (USD) L.P.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?

1%

Minimum investment commitment required of a limited partner, member, or other investor:

\$ 5000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:

\$ 16026180

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
ALLIANCEBERNSTEIN FIXED INCOME HIGH ALPHA FUND L.P.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN L.P.

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?

1%

Minimum investment commitment required of a limited partner, member, or other investor:

\$ 500000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:

\$ 120353288

Name of Limited Partnership, Limited Liability Company, or other Private Fund:
AB LEGACY SECURITIES MASTER FUND L.P.

Name of General Partner or Manager:
ALLIANCEBERNSTEIN

If you are registered or registering with the SEC, is this a "private fund" as defined under SEC rule 203(b)(3)-1? Yes No

Are your *clients* solicited to invest in the limited partnership, limited liability company, or other private fund? Yes No

Approximately what percentage of your *clients* have invested in this limited partnership, limited liability company, or other private fund?
1%

Minimum investment commitment required of a limited partner, member, or other investor:
\$ 10000000

Current value of the total assets of the limited partnership, limited liability company, or other private fund:
\$ 430606377

Section 9.C. Independent Public Accountant

No Information Filed

Section 9.D. Related Person Qualified Custodian

No Information Filed

Section 10 Control Persons

You must complete a separate Schedule D Page 4 for each *control person* not named in Item 1.A. or Schedules A, B, or C that directly or indirectly *controls* your management or policies.

Firm or Organization Name

AXA FINANCIAL, INC.

CRD Number (if any)

Effective Date

09/01/1999

Termination Date

Business Address:

Number and Street 1:

1290 AVENUE OF THE AMERICAS

City:

NEW YORK

State:

NY

Number and Street 2:

Country:

USA

ZIP+4/Postal Code:

10104

If this address is a private residence, check this box:

Briefly describe the nature of the *control*:

SEE SCHEDULE D, PAGE 5

Firm or Organization Name

AXA

CRD Number (if any)

Effective Date

07/01/1992

Termination Date

Business Address:

Number and Street 1:

23, AVENUE MATIGNON

Number and Street 2:

City:

PARIS

State:

Country:

FRANCE

ZIP+4/Postal Code:

75008

If this address is a private residence, check this box: Briefly describe the nature of the *control*:

SEE SCHEDULE D, PAGE 5

Schedule D - Miscellaneous

You may use the space below to explain a response to an Item or to provide any other information.

PART 1A, ITEM 5.D CLIENTS - CLIENTS WHICH FALL INTO THE CATEGORY OF "INDIVIDUAL" MAKE UP A LARGE PROPORTION OF REGISTRANT'S TOTAL NUMBER OF CLIENTS, AND COMPRISE APPROXIMATELY 15% OF REGISTRANT'S TOTAL AUM AS OF 12/31/2009. INSTITUTIONAL CLIENTS (FOR EXAMPLE: PUBLIC AND PRIVATE PENSION PLANS, FOUNDATIONS ETC.) AND RETAIL MUTUAL FUNDS COMPRISE APPROXIMATELY 60.5% AND 24.5%, RESPECTIVELY, OF REGISTRANT'S TOTAL AUM AS OF THAT SAME DATE. PART 1A, ITEM 5.F(2) - ASSETS UNDER MANAGEMENT - THE AUM IDENTIFIED IN ITEM 5.F(2) INCLUDES ASSETS OF ADVISORY AFFILIATES THAT ARE DIRECTLY OR INDIRECTLY CONTROLLED BY REGISTRANT INCLUDING THOSE ADVISORY AFFILIATES, SUCH AS SANFORD C. BERNSTEIN & CO., LLC, THAT HAVE DELEGATED INVESTMENT MANAGEMENT RESPONSIBILITY TO REGISTRANT. PART 1A, ITEM 10 - CONTROL PERSONS - AS OF DECEMBER 31, 2009, THE OWNERSHIP STRUCTURE OF ALLIANCEBERNSTEIN L.P., AS A PERCENTAGE OF LIMITED PARTNERSHIP INTERESTS, WAS AS FOLLOWS: AXA, THROUGH CERTAIN OF ITS SUBSIDIARIES OWNS 62.1%, ALLIANCEBERNSTEIN HOLDING OWNS 30.2%, AND ALL OTHERS TOGETHER OWN 7.7%. ABC, AN INDIRECT WHOLLY-OWNED SUBSIDIARY OF AXA EQUITABLE, OWNS 100,000 GENERAL PARTNERSHIP UNITS IN ALLIANCEBERNSTEIN HOLDING AND A 1% GENERAL PARTNERSHIP INTEREST IN ALLIANCEBERNSTEIN. AXA AND ITS SUBSIDIARIES OWN ALL OF THE ISSUED AND OUTSTANDING SHARES OF THE COMMON STOCK OF AXA FINANCIAL. FOR MORE DETAILED INFORMATION REGARDING REGISTRANT'S OWNERSHIP STRUCTURE, PLEASE REFER TO REGISTRANT'S FORM 10-K, AVAILABLE AT WWW.ALLIANCEBERNSTEIN.COM OR WWW.SEC.GOV. PART 1A, ITEM 7.B LIMITED PARTNERSHIP PARTICIPATION OR OTHER PRIVATE FUND PARTICIPATION- ALL CURRENT VALUES OF THE TOTAL ASSETS OF THE LIMITED PARTNERSHIPS, LIMITED LIABILITY COMPANIES, OR OTHER PRIVATE FUNDS ARE AS OF 12/31/2009.

Exhibit 5

Insurance Requirements and Evidence of Insurance



Section 6. Key Personnel

6.1 Response to Section 4.3.8 Key Personnel

4.3.8 KEY PERSONNEL

6.1.1 Response to Requirement 4.3.8.1

4.3.8.1 Provide the availability and strengths of personnel and staffing to be dedicated to the services requested.

Motorola will be the prime contractor on this project, The Boeing Company will our subcontractor. Motorola has assembled a team of talented, experienced, and local Motorola and Boeing personal to provide the services for the OEMC Camera Infrastructure project. The core Motorola Boeing team will be supported by experienced Chicago and surrounding area based subcontractors. All of our subcontractors are experienced in Chicago projects and many have extensive experience on the existing Operation Virtual Shield infrastructure providing additional confidence that the City can transition the OEMC Camera Infrastructure to Motorola and Boeing with minimal disruption.

The core Motorola team is lead by a Chief Project Officer, Kevin McDunn. Reporting to Kevin will be the project manager, Mark Swink, the Lead Systems Engineer Michael Bernhardt, and the Lead Network Architect, Dr. Raymond Bittel. Supporting this core group will be a team consisting of a supporting systems engineer, technology assessment leads from Motorola and Boeing, a certified IP Network Engineer, a wireless network architect, professional engineering personal from our subcontractors, and our civil, electrical subcontractors and installation partners.

Motorola has reached out and identified a subcontracting team for this project. We have contacted and received rates, qualifications, and applicable licenses from the following: Quantum Crossings, Divane Brothers Electric Company, Globetrotters Engineering, Fullerton Engineering Consultants, CCSi, and Chicago Communications. Specific subcontractors used will depend on specific task orders and additional firms outside this list may be used. Motorola will always ensure that the PBC's and OEMC's MBE, WBE, and DBE utilization goals are reached when selecting subcontractors.

The key project staff members are listed in Table 6-1.

Table 6-1: Key Project Staff

Company Name	Personnel	Project Responsibility
Motorola	Scott Schoepel	Sales Lead, Chief Project Officer
Motorola	Mark Swink	Project Manager
Motorola	Michael Bernhardt	Lead Systems Engineer
Motorola	Glenn Kerbs	Technology Assessment Lead, Video Network Architect
Motorola	Kevin O'Connell	Video Subject Matter Expert
Motorola	Tyrone Bekiares	Video Subject Matter Expert
Motorola	David Geitner	Wireless Network Architect
Motorola	Ryan Moore	IT LAN/WAN Engineer
Boeing	Dr. Raymond Bittel	Lead Network Architect
Boeing	Steve Robinson	Video/Security System Architect
Boeing	James Barnes	CBRNe Technology Assessment Lead
Fullerton Engineering Consultants	Henry Bellagamba	Civil Engineer, PE
Fullerton Engineering Consultants	Abraham Rokach	Licensed Structural Engineer
Globetrotters Engineering	Zygmunt Boxer	Electrical engineer, PE
Globetrotters Engineering	Frank J. Kloht	Electrical engineer, PE
Quantum Crossings	Rob Fleener	Vice President Operations, Electrical and Installation Subcontractor

Project Manager – Mark Swink

Mark Swink is a Certified Project Management Professional (PMP). Mark Swink lives on Chicago's North side in the Roscoe Village Neighborhood. Mark has worked with the OEMC for the past three years on the Chicago Fire Digital Radio System, a \$17 million contract. Motorola was the prime contractor on this system and Motorola's responsibilities included system design, network connectivity architecture, tower & site construction, electrical upgrades, equipment installation, acceptance testing.

Mark, will serve as the primary project liaison to the PBC and OEMC. In this role, Mark will track the progress of the project and take proactive measures to ensure the project proceeds as planned. He will determine if changes to the project scope or deliverables are required and/or requested, and will provide the required change orders to PBC and OEMC as appropriate. The PM will work with the PBC's and



OEMC's Program Managers to ensure contractual commitments are delivered and fulfilled. He will provide day to day management of required resources, personnel, budgets, and materials to ensure the system is implemented to your satisfaction and that the system meets Motorola standards on the specifications as agreed to during the Design Review.

Other responsibilities of the Motorola PM

- ◆ Implement the project plan and monitor schedule adherence.
- ◆ Direct technical individuals responsible for the installation, configuration, and quality of the project.
- ◆ Place and track orders for system components, devices, and materials.
- ◆ Track delivery and installation progress to the master project plan and plan, recommend, and order changes to the schedule or resources to ensure on time completion of critically sequenced deliverables.
- ◆ Manage and direct all activities, manage all subcontracting activities and coordinate and manage all software and hardware orders, warehousing and asset management, installation, testing, and site and system acceptance.
- ◆ Ensure quality workmanship by all Motorola vendors and subcontractors.
- ◆ Coordinate with suppliers, ensuring that the system and subsystems are integrated and tested on time
- ◆ Conduct a complete inventory of all received equipment to verify complete delivery; inspect physical condition of all hardware to ensure that none is damaged during shipment.
- ◆ Verify that all site preparation is complete prior to the installation phase of the project.
- ◆ Supervise field installation and implementation teams ensuring all onsite installation, integration, and optimization tasks are performed to contract requirements.

The PM will coordinate the development of a training plan, prepare for and conduct regular progress meetings that include providing status reports.

Lead Project Engineer – Michael Bernhardt

The lead engineer, Michael Bernhardt lives in Chicago's Logan Square neighborhood. Michael is the engineering manager for Motorola's team in IL. Michael has worked extensively with the OEMC over the past four years. Michael also leads the Cook County Sheriff project that incorporates, an IP-based radio network, two Countywide OC3 Microwave Rings, CAD, Microwave, Automatic License Plate Recognition, and in car computing.

Michael will lead the engineering and design for the project. In this role, Michael will develop Design Review documentation and ensure the system design meets PBC's and OEMC's requirements. He will interface with the Motorola engineers and architects, Boeing architects, and engineering subcontractors to insure all the design components come together into an integrated design and to ensure proper delivery for the required specification and functionality.



Other responsibilities handled by the Lead Project Engineer are:

- ◆ Work with the subcontractor's engineers and review their specifications and products.
- ◆ Ensure the technical and engineering compliance of the system.
- ◆ Manage technical site planning, technical documentation content, and system cutover.
- ◆ Develop and execute system acceptance test plans.
- ◆ Direct the technical integration and testing of all the subsystems to ensure compliance with the agreed upon overall system design.
- ◆ Manage the process of defining, documenting, and acquiring PBC and OEMC's approval of system design and configuration.

Lead Project Architect – Dr. Raymond Bittel

Boeing's lead architect, Dr. Raymond Bittel, was the Chief Architect and Chief Technologist for Boeing Airport Security Programs with responsibility for developing airport operational concepts based on advanced technologies for explosives detection and mitigation. He is an expert in technology identification, developing forecasting models, and transition planning for system upgrades and implementations.

As the Lead Architect of the Boeing team, Dr. Bittel will be responsible for the high level network architecture of the Camera Infrastructure system, including network planning and the integration of existing video, access control, and sensor systems. Dr. Bittel will be supported by the technology assessment lead, James Barnes and the video/security systems architect Steve Robinson.

Video/Security Architect – Steve Robinson

Steve has 40 years of experience in the industry. Since joining Boeing six years ago Steve has worked on Boeing video and security management solutions. Steve also served as the Boeing Site Rep for the Single Integrated Air Picture Joint Service development effort. Steve assisted in developing the Peer-to-Peer Network communications capability for the SIAP. This was considered to be one of the key capabilities of this system.

CBRNe Technology Assessment Lead

James Barnes of The Boeing Company is a subject matter expert radiological and nuclear terrorism and an understudy on biological terrorism and chemical weapons. James has 19 years of experience radiation detection systems, effects of exposure, and instrumentation James will lead the Boeing technology assessment team.

Video Technology Assessment Lead

Glenn Kerbs has nine years of experience as the Lead Solution Architect for Motorola's video integration business with an extensive background in product evaluation, engineering, system integration, wireless networking, and Public Safety applications. Prior to his current role, Glenn Managed our alliance relationships with



3rd party software providers used in our system integration projects and was also program manager responsible for large scale wireless projects for public safety and utility customers.

Wireless Network Architect

Dave Geitner is an experienced engineer and subject matter expert in wireless network design and deployment. Dave manages a team of wireless broadband network architects that design, validate and assist in the deployment of complete wireless architecture designs including licensed and unlicensed solutions, point to point & point to multiple point wireless backhaul networks, and mesh 3rd party switching/routing solutions, network security/information assurance, and detailed wireless broadband coverage planning.

Dave's responsibilities on the Camera Infrastructure will be to assist the lead engineering in architecting the last mile wireless broadband networks that will link the video camera, sensor, and broadband access, any other network edge components.

Certified IP LAN/WAN Network Engineer – Ryan Moore

Ryan Moore is an experienced, Cisco certified IP network engineer with over 14 years of experience in the Networking, Telecommunications & Public Safety sectors. Ryan has worked extensively with public safety agencies, telecom carriers and enterprise companies worldwide in the planning, architecting, design, launching, and operation of IP networks. Ryan has an extensive background in IP network assessments, Security/Information Assurance assessments, Designing IP Networks, and IP Network Management.

These key personal will be supported by a deep roster of talented personal at Motorola. We have included resumes for additional Motorola personal experienced in video technology assessment, design and deployment.



Subcontracting Team Personal

Our project management philosophy ensures that our subcontractors and third party suppliers follow the same high quality standards as Motorola. We outsource highly specialized functions to industry-proven firms, and have been the prime contractor for thousands of successful public safety communications systems. We have learned that our continued success is largely achieved through the careful upfront selection of our subcontractors, the rigorous oversight of their work, and the integration of their team members as part of our core project team. The Motorola Program Manager will plan and coordinate the activities of subcontractors to ensure adherence to the project timeline, technical interfaces and integration.

Motorola has identified the following key personal at our subcontracting partners. For the purposes of being brief we have focused on the key personal from the engineering subcontractors that will provide the critical electrical, civil, structural, and architectural engineering and design service related to designing and deploying fiber networks in Chicago as well as deploying wireless network components. Motorola can provide additional information on the personal from our other partners if required.

Electrical Engineer – Zygmunt Boxer, Globetrotter Engineering

Mr. Boxer has managed fiber, LAN design, mechanical/electrical/plumbing, and construction projects in Chicago and the surrounding area. Mr. Boxer has 30+ years of experience in managing engineering projects. He has successfully managed multidisciplinary teams on complex architectural and engineering projects that include commercial buildings, public buildings, schools, and nuclear/fossil power plants. Mr. Boxer has a proven record of working with project stakeholders to deliver above expectations, ahead of schedule and under budget.

As the Engineering Manager at Globetrotters Engineering Corporation, Mr. Boxer provides oversight for Electrical, Structural and Civil Engineering Departments and responsible for quality control and quality assurance. Mr. Boxer draws upon his technical expertise as well as his sensitivity to project stakeholders' needs to provide comprehensive technical and management services that achieve the project goals.

Electrical Engineer – Frank Kloht, Globetrotter Engineering

Mr. Kloht has over 40 years of experience in electrical engineering projects including numerous projects for the City of Chicago Department of Water Management and Chicago Public Schools. He has a proven track record of outstanding achievements in key engineering positions of progressive responsibility for major industrial, commercial and utility organizations, and is experienced in the design and direction of electrical engineering projects from the ground floor through completion. His experience includes overall project management with responsibilities for contract engineering and estimating. Many of the projects he has been responsible for involved the provision of engineering services during construction.

As Electrical Engineering Discipline Manager and/or Project Manager of Globetrotters Engineering Corporation, Mr. Kloht is responsible for all electrical



engineering design, oversight of electrical engineering discipline, estimating and construction management.

Civil Engineer - Henry Bellagamba, Fullerton Engineering Consultants

Henry Bellagamba is President and CEO of Fullerton Engineering Consultants. He holds a B.S. and M.S. degree in Civil/Structural Engineering from the University of Illinois at Urbana-Champaign, and is a registered professional engineer in over 30 states. Mr. Bellagamba has over 17 years of experience in the design and management of engineering projects, the last 12 in the telecommunications industry. Mr. Bellagamba has a unique combination of management and technical experience that enables him to provide clear, concise solutions to clients' engineering and business needs. He is a member of ASCE, NSPE and HACIA.

Structural Engineer - Abraham Rokach, Fullerton Engineering Consultants

Mr. Rokach holds a B.S.C.E. from City University of New York and an M.S.C.E. from MIT in Civil/Structural Engineering. He has managed the structural design at Fullerton Engineering for four years. Prior to joining Fullerton, Mr. Rokach spent 30 years managing design on commercial buildings. He currently holds the Illinois S. E. license as well as P.E. licenses in New York and California. He is a Fellow of ASCE, a member of ACI, and serves on several of their committees. Mr. Rokach was awarded a Certificate of Honor by the Structural Engineers Association of Illinois.

Vice President Operations, Electrical and Installation, Rob Fleenor, Quantum Crossings

Rob is an experience Project Manager of Large-Scale CCTV and Communications Projects. Rob is certified in FireTide and Genetec products and has extensive experience in the existing Operation Virtual Shield video surveillance network.

Overview of Subcontractor Partners

Quantum Crossings

Quantum Crossings, LLC (Quantum) is a licensed electrical and alarm contractor in the State of Illinois and is MBE/DBE certified with the City of Chicago. Quantum specializes in the installation of communications and security systems in new constructions, existing buildings, outdoor areas, and in vehicles. Quantum Crossings has extensive experience in the installation of video cameras all associated equipment, conduit and wiring. Quantum Crossings has performed much of the installation on the existing Operation Virtual Shield cameras.

Divane Brothers Electric Company

Divane Bros. Electric Co. has been providing quality electrical contracting services since 1920. Divane Bros. Professional services include electrical construction, value engineering, design-build, construction management, and consulting. Past projects include civil work such as train signal, airport runways and power vaults, correctional facilities, traction power, fiber-optics, roadway lighting and signaling, underground facilities, sanitary projects, communications, SCADA systems, and stadiums. Private



projects include hospitals, health facilities, schools, hotels, office buildings, manufacturing, industrial buildings, temperature control, fire alarm and life safety systems.

Fullerton Engineering Consultants

Fullerton Engineering, a City of Chicago Certified MBE, is an approximately 40 person A&E firm based in Rosemont, IL, a suburb of Chicago. Fullerton's team of engineers and designers have engineered, designed and audited over 8,000 telecommunications sites nationwide, much of that in the last seven years. In its eleven year history, Fullerton Engineering has performed work for all of the top wireless carriers such as Sprint/Nextel, AT&T, Verizon, T-Mobile and US Cellular either directly or working for some of the largest project management firms in the industry.

In addition to a staff of experienced civil engineers, project managers and designers, Fullerton Engineering has a staff of five structural engineers. As a result Fullerton's structural engineers can quickly perform structural analyses on all types of towers, rooftops, water tanks and solve structural/design problems.

Globetrotters Engineering

Globetrotters Engineering Corporation (GEC) is a Chicago based MBE engineering firm. GEC provides mechanical, electrical, civil, structural, transportation engineering services as well plumbing, fire protection, and Information Technology services.

GEC also has a thriving architectural practice – GEC Design Group, the operating division of Globetrotters Engineering Corporation that provides building and facility design and construction management services for public and private sector clients.

Globetrotters Engineering Corporation has been providing architectural, electrical and mechanical engineering infrastructure design services to the City of Chicago as well as for other public entities for over 35 years.

Examples of Globetrotters projects include:

- ◆ Chicago Public Schools Video Surveillance: performed security surveillance field assessments and detailed design drawings and specifications
- ◆ CPS LAN Wiring Program: unique and extensive information technology design that includes Website Development, Document Management, LAN and Power Design
- ◆ IDOT I-80/94 Project: IL 394 to U.S. 41: Work included fiber optic cable and systems, CCTV, vehicle detection system, dynamic message signs, communication shelters, Highway
- ◆ McCormick Place West Expansion: Work included providing project management services for engineering services related to security, and voice/data.
- ◆ 68th St. Pumping Station: Building Renovation, Lighting & Security Enhancements



- ◆ Facility Management including Security Enhancements at the New International Terminal, O'Hare International Airport
- ◆ Public Building Commission 10th District Police Station
- ◆ Chicago Public Schools: Work included CCTV, Identocard (Proximity Reader), Door/Window Contacts, Air-phone, and hardware and software to supporting the equipment.

Callahan Communication Services, Inc (CCSi)

CCSi is a City of Chicago licensed general contractor, licensed expeditor, and an experienced, full service wireless communications project and site management firm. CCSi's services include Site Acquisition & development for wireless communication sites including identification, leasing, due diligence, zoning and permitting. Complete construction services for all wireless sites (towers, rooftops, water towers, light poles) including design, bidding, purchasing, utility coordination, site construction and project closure. CCSi also provide antenna installation, modification, and replacement services.

Vislink Services

Vislink Services' provides comprehensive Aerial Surveillance solutions. Service offerings include Strategic and Technology Assessment, Consulting, Planning, Design and Engineering, Systems Integration, Training, Managed Services and Ongoing Maintenance and Operational Services. Vislink's customers include NYPD, Houston Police Department, Phoenix Police, Department, Miami Dade Police Department, Las Vegas Police Department, Denver Police Department, Baltimore Police Department, and many more.

Chicago has identified incorporating Aerial Surveillance as an OVS priority and described the challenges with the existing systems. The City of Chicago Police and Fire Departments are Vislink customers. In speaking to Vislink, Motorola has an understanding of the current arial surveillance challenges. Chicago was one of the earliest adopters of Microwave video airborne applications utilizing the newly provisioned Public Safety band of 4940 – 4990 MHz. During the early period, operation in this band was relatively un-encumbered by terrestrial interference. Since that time 4.9 GHz has become very congested in the Metro Chicago area. Consequently this has had an adverse effect on the established 4.9 GHz receive systems installed at various strategic locations in the down town Chicago area. The result is limited range of the aircraft to the designated receive location. This is the current state of affairs with the now limited capability of the current aerial surveillance infrastructure.

In discussion with Vislink, Motorola believes that with the correct wireless technology, aerial surveillance system can be modified to provide greater range and that aerial video surveillance can then be integrated into the OVS system.



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Chicago Communications

Chicago Communications, a certified WBE, provides installation and maintenance of communications equipment throughout the Chicagoland area. Services include installation and maintenance of wireless broadband, E911, Dispatch, vehicular systems, Two Way radio, and video surveillance equipment. Chicago Communications is a union company and has done business with the City of Chicago for many years.

Summary

Motorola and Boeing have assembled a team of qualified and experienced personal for the OEMC Camera Infrastructure Program. The PBC and City of Chicago should feel confident the Motorola and Boeing team has the personnel and resources to successful provide prime contractor and system integration services for the OEMC Camera Infrastructure.

6.1.2 Response to Requirement 4.3.8.2

4.3.8.2 Provide no less than six (6) resumes of local key personnel that will be working on Commission projects.

Resumes are provided in Appendix A Resumes.

Boeing is committed to ensuring the three Boeing individuals supporting this project (Raymond Bittel, Stephen Robinson, and James Barnes) will be available onsite Monday through Friday and as needed for the duration of the contract.

6.1.3 Response to Requirement 4.3.8.3

4.3.8.3 Provide a summary list of the individuals for which résumés have been provided, and the years that those individuals have been with their current firms.

Table 6-2: Personnel and Years with Current Firm

Company Name	Personnel	Project Responsibility	Years with Present Firm
Motorola	Scott Schoepel	Sales Lead/CPO	22
Motorola	Mark Swink	Project Manager	17
Motorola	Michael Bernhardt	Lead Systems Engineer	10
Motorola	Glenn Kerbs	Technology Assessment Lead, Video Network Architect	19
Motorola	Paul Kummel	Video Technology Assessment, Video Network Architect	27
Motorola	David Geitner	Wireless Network Architect	21
Motorola	Ryan Moore	IT LAN/WAN Engineer	10



Company Name	Personnel	Project Responsibility	Years with Present Firm
Motorola	Kevin J. O'Connell	Video Technology Research	21
Motorola	Tyrone Bikiaras	Video Technology Research	12
Boeing	Dr. Raymond Bittel	Lead Network Architect	14
Boeing	Steve Robinson	Video/Security System Architect	6
Boeing	James Barnes	CBRNe Technology Assessment Lead	19
Fullerton Engineering Consultants	Henry Bellagamba	Civil Engineer, PE	12
Fullerton Engineering Consultants	Abraham Rokach	Licensed Structural Engineer	8
Globetrotters Engineering	Zygmunt Boxer	Electrical engineer, PE	2
Globetrotters Engineering	Frank J. Kloht	Electrical engineer, PE	22
Quantum Crossings	Rob Fleenor	Vice President Operations, Electrical and Installation Subcontractor	9

6.1.4 Response to Requirement 4.3.8.4

4.3.8.4 Provide copies of current licenses for the on-staff engineers, project managers and key personnel.

Please refer to the following page for a copy of Mark Swink's Project Management Professional certificate.



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6.1.5 Camera Infrastructure Response to Requirement 4.3.8.5

4.3.8.5 Furnish resumes and copies of current State of Illinois licenses for professional electrical engineers who will provide design services, and the years that those engineers have been with their current firms.

Resumes are provided in Appendix A.

Copies of current State of Illinois licenses for professional electrical engineers who will provide design services are provided on the following pages.



6.1.6 Camera Infrastructure Response to Requirement 4.3.8.6

4.3.8.6 Furnish resumes and copies of current State of Illinois licenses for architectural, electrical, mechanical and structural engineering professionals.

Resumes are provided in Appendix A.

Copies of current State of Illinois licenses for architectural, electrical, mechanical and structural engineering professionals are provided on the following pages.



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Appendix A. Resumes

Please refer to the following pages for resumes.

Name	Title/Role	Firm
David J. Geitner	Wireless Broadband System Engineer	Motorola
Glenn F. Kerbs	Video Solution Architect	Motorola
Kevin J. O'Connell	Advanced Technology & Research	Motorola
Mark R. Swink	Project Manager	Motorola
Michael Bernhardt	System Engineer	Motorola
Paul Kuemmel	Senior Engineering Manager	Motorola
Ryan Moore	Technical Solutions Architect	Motorola
Tyrone D. Bekiares	Distinguished Member of the Technical Staff, Advanced Technology & Research	Motorola
James Barnes	Subject Matter Expert	The Boeing Company
Raymond Bittel	Senior Manager	The Boeing Company
Stephen Robinson	VSOC Product Manager	The Boeing Company
Abraham J. Rokach	Senior Structural Engineer	Fullerton Engineering Consultants, Inc.
Henry Bellagamba	President and CEO	Fullerton Engineering Consultants, Inc.
Frank J. Kloht	Electrical Engineer	GLOBETROTTERS

Name	Title/Role	Firm
Zygmunt J. Boxer	Electrical Engineer	GLOBETROTTERS
Robert Fleenor	Vice President Operations	Quantum Crossings, LLC



David J. Geitner	
Wireless Broadband System Engineer Motorola, Inc.	661 Woods Creek Lane Algonquin, IL 60102 847 514 0848
Year of Hire:	1989
Motorola Professional Experience:	<p>Experienced subject matter expert in wireless network design and deployment. Subject matter expert in designing and validating complete wireless architecture designs including licensed and unlicensed solutions, 3rd party switching/routing solutions, network security/information assurance, and detailed wireless broadband coverage planning.</p> <p>Senior Wireless Broadband System Architect, Schaumburg, IL (2005 – present)</p> <p>Currently managing a cross-product technology team of Wireless Broadband System Architects supporting both internal next-gen product development projects, and external customer facing sales support and technical systems design/field support worldwide where specialist broadband support is required. Strong skills in wireless Point-to-Point (PTP), Point-to-Multipoint, and Mesh system and traffic design concepts, with both licensed and unlicensed spectrum portfolios. Understanding and provider of networking designs with 3rd party switching/routing solutions, and Information Assurance aspects are also strongly supported within the group. In-depth design and testing knowledge of video and wireless video surveillance networks, as well as transportation and other critical infrastructure vertical markets using wireless today. Manage subcontractors and Motorola resources to accomplish the tasks of the project and ensure a successful implementation. Support Requests for Proposals requiring complex technical point-by-point responses.</p> <p>iDEN Worldwide Implementation Engineering Group - Senior Lead Engineer – (Core Technologists and System Implementation Team) Motorola, Arlington Heights, IL (2001 – 2005)</p> <p>Develop and provide core technical expertise for new Nortel DMS-100 MSC & HLR network field implementations within Motorola's iDEN and CDMA wireless technologies. Work with customers in defining network configurations, conduct initial workshops with customer engineering teams for MSC database questionnaires, Dial-plan and SS7 translations. Work with Nortel in performing Integration Verification Testing.</p> <p>Develop and provide core technical expertise with CISCO IP networks (CCNA) in support of Motorola's iDEN Central LAN and Packet Data networks technology field deployments. Support installation and configuration of Cisco 4700, 3400, and 2611 series routers, as well as Catalyst 5500.</p>



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David J. Geitner

Develop and provide core technical expertise with CISCO WAN networks in support of Motorola's iDEN and CDMA technology field deployments. Support installation, configuration, and integration of CISCO IGX, BPX, and MGX ATM cell product deployments within Motorola's Wireless Communication networks.

iDEN Worldwide Implementation Engineering Group - Senior Lead Engineer - (Dimetra-S Technology/Implementation Team) Motorola, Schaumburg IL (1999 - 2001)

Lead efforts in designing, implementing, and commissioning initial iDEN system for Motorola's Toronto Design Center (TDC) and for the U.K. System Integration & Test Labs in Motorola's new TETRA product offering (Dimetra-S); played key role in training TDC and U.K. personnel on iDEN NE operation & data fill while introducing personnel to key Dimetra-S technology distinctions and requirements

Undertook long term assignment in Koln, Germany for the field implementation of Motorola's first nationwide deployment of the Dimetra-S technology for Dolphin Telecom in Germany, Belgium, and Spain

Contributed in Dimetra-S System Architecture Document (SAD) review sessions with key System Architects throughout the various technical design phases

Developed new Dimetra-S Database configuration rules and supporting "network planners toolkit"; conducted training classes for the material

Nominated for CSG-NA Customer Satisfaction Award for "Above & Beyond Performance" with our Dolphin Customer

iDEN Worldwide Implementation Engineering Group - Engineering Section Manager, Motorola, Schaumburg IL (1997-1999)

Providing technical leadership and direction for all group members as well as for iDEN projects

Developing, communicating, and monitoring group policies, processes, and standards while promoting "teamwork"

Allocating and managing engineering resources throughout all phases of active projects

Facilitating the jobs of the Engineers by promoting "big picture" thinking and the teamwork concept

Strong contributor to the creation of a VB/Java based iDEN Documentation tool leading to significant cycle time improvements of department resource efficiency

Reporting weekly on the progress and status of projects, group activities, and personnel to Department Manager/Director

Helping to lead group process improvement by developing metrics that track group quality and operating procedures



David J. Geifner

Administering the IDE metric and the Performance Leadership initiative to the group and using it to facilitate the achievement of group goals as well as individual employee goals
Assisting group members in the development of their technical career and training plans

**International iDEN Systems Integration Group -
Engineering Project Manager/Field Implementation
Manager - Motorola, Schaumburg IL (1993 – 1996)**

Active iDEN network design and field implementations of Movilink Argentina; Avantel Columbia; Nextel Peru, Mexico, Brazil, Argentina, Philippines; STAR Singapore; ZNG China
Managing all technical aspects of several large international iDEN System Implementations from contract signing through Final Acceptance; Managing WBS and Engineering resources scheduling for each project

Defining SOW, aiding contract negotiations; leading customer network and system Datafill KO meetings; engineering final detailed system design; leading detailed engineering equipment materials review and approvals; conducting system factory staging with Customer acceptance testing; leading full field equipment installation, network integration, and system optimization; creating customer System As-Built Manual documentation; and customer final acceptance.

Developed high core competency with interconnectivity design and database creation of all MSO and EBTS Network Elements making up an iDEN network (DMS-100 SS7 and Dial plan Translations, Cisco IPX/IGX/BPX/MGX, OMC-R, OMC-S, BSC-CP, BSC-XCDR, MDG, DAP, Glenayre VMS, Aldiscon SMS, Cisco 4700/3640/2520 Routers (Cisco IOS 12.x) Tellabs 532 DCS, Martis DXX DCS, Alcatel 1630SX, etc.)

Helped with the coordination and product adaptations made by the iDEN product group related to the E1 specifications needed for the first iDEN E1 software release; this software release is to be used with designated International iDEN Systems

Prepared and executed full field ATP plan and procedures for Customer contract sign-off proposes

**Motorola International Systems and Service Organization
(ISSO) - Senior Project Engineer - Motorola, Schaumburg
IL (1989 – 1993)**

Primary responsibilities included engineering and managing the design, documentation, system testing, and field implementation of several large-scale radio/data/telephone communications systems in the international world markets, per contract, on time, and within budget; these projects are typically very large in scale (Nationwide communications Systems) and include new technologies such as MIRS, SmartZone, Digital Microwave, Complex PS-FRED Securenet



David J. Geitner	
	<p>Simulcast systems, and SMARTNET II+ communications systems</p> <p>Coordinated and managed all system test activities for a very large and construction-intensive nationwide communications system for the country of Jamaica (Jamaica Constabulary Police Force)</p> <p>Gained solid long and short term field experience in the areas of communications systems field installation, system troubleshooting, equipment configuring, programming, and ATP creation/execution; a few of the many areas and cultures I have become accustomed with are Asia, Jamaica, Canada, Bermuda, South America, etc.</p> <p>Heavily involved in engineering and managing the design, installation, detailed documentation, and implementation of the new Motorola iDEN Training Lab ESMR system and facility; this facility is now heavily used as a customer training system and a testing ground for software upgrade procedures</p>
Education	<p>Devry Institute of Technology, Lombard, IL – October 1989</p> <p>Bachelor of Science in Electronics Engineering Technology</p> <p>Presidential Honor Society, National Deans List</p> <p>Programmed Motorola MC68000 microprocessor</p> <p>M68HC11EVB and M68HC05 microcontrollers</p> <p>Programmed in C, Pascal, BASIC, Assembly language for Z-80, 8088 and 8086, ORCAD, and UNIX</p>
Training, Certifications, and Memberships	<p>Linguistic Skills:</p> <p>Currently continuing education in Spanish; very basic</p> <p>Germ</p> <p>Activities and Interest:</p> <p>Member of the Institute Of Electrical and Electronics Engineers</p> <p>Active in many sports: baseball, softball, football, basketball, golf, volleyball, swimming, and fishing</p>



Glenn F. Kerbs	
Video Solution Architect, Motorola, Inc.	1301 E. Algonquin Road Schaumburg, Illinois 847 576 3273
Year of Hire:	1991
Motorola Professional Experience:	<p>Lead Solution Architect for Motorola's video integration business with extensive background in product evaluation, engineering, system integration, wireless networking, and Public Safety applications.</p> <p>Solution Architect, Schaumburg, IL (2001 – present) Providing pre-sale architecture expertise for large scale integration projects associated with video surveillance, broadband wireless networking, and Public Safety applications tied to CAD, RMS, and in-car mobile video. Performed product evaluations of third party video products to benchmark performance, evaluate functionality, and determine effectiveness in wireless environments.</p> <p>Alliance Partner Program Manager, Schaumburg, IL (1995 - 2001) Managed the Alliance Partner program for the third party software partners Motorola used in their Public Safety integration projects. Negotiated third party agreements, kept partners up to date on our wireless networking products, and selected partner participation in integration projects.</p> <p>Program Manager, Schaumburg, IL (1991 - 2001) Worked as a program manager in the System Integration business to implement large scale wireless data projects for Public Safety and Utility Critical Infrastructure projects.</p> <p>President, MDS, Chicago, IL (1984 - 1991) Provided software integration consulting services to the Financial Services industry with expertise in data communications for the banking and commodity trading exchanges.</p> <p>Software Consultant, Network Consultants, Chicago (1976-1984) Developed fault tolerant software for networking applications for the banking, insurance, and financial industries.</p>
Education	<p>University of Illinois, Chicago, Illinois Bachelor of Science in Software Engineering, 1974</p> <p>University of Illinois, Chicago, Illinois MS, Engineering in Complex Information Theory, 1975</p>



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Glenn F. Kerbs	
Training, Certifications, and Memberships	The George Washington University Masters Certificate in Project Management, 1995

Kevin J. O'Connell	
Advanced Technology & Research Motorola, Inc.	1295 E. Algonquin Road – 2nd Floor Schaumburg, IL, 60196 847 576 1956
Year of Hire:	1989
Motorola Professional Experience:	<p>Leads the application and research of video analysis & processing technologies to meet customer needs in the enterprise, public safety, and entertainment markets. Multimedia research management, video coding, video processing, image processing, digital signal processing, multimedia applications, and multimedia standards participation.</p> <p>Motorola Applied Research Sr. Manager of Video Analysis & Processing, DMTS 2/2008 – current Led the strategic planning and execution of the following two key programs: <u>3DTV</u>: Led cross-departmental program to explore business opportunities and technology needs for the distribution of 3D video to the home. Recommendations adopted by business unit and enabling technology shown at the 2010 Consumer Electronics Show. <u>Video Analysis Solutions</u>: Built team of computer vision experts and began development of video analysis algorithms and software services to meet needs in the retail and public safety market.</p> <p>Motorola Labs Sr. Manager of Multimedia Research, Distinguished MTS 5/2002 – 2/2008 Motorola Labs Manager of Multimedia Research, Principal Staff Engineer 5/2000 – 5/2002 Led research, development, and transfer of multimedia technology and solutions to enable multimedia applications in Motorola products. Responsibilities included strategic planning, leading innovation & development of multimedia technology & solutions, engaging product groups to plan & execute technology transfer, and managing the resources of the department. Major contributions include: <u>Multimedia Research Strategy</u>: Initiated new strategic thrusts within the area of multimedia processing research, growing the expertise and scope of the organization beyond its roots in video compression. Initiated research in media management</p>



Kevin J. O'Connell

(2001), mobile graphics enablers (2001), avatar applications (2003), media adaptation (2005), and media understanding (2005).

Video Codec Technology: Led the creation of H.264, MPEG-4, and H.264/AVC video encoder and decoder algorithms and software implementations which are now used widely throughout Motorola's mobile device products. Transferred into multiple Motorola businesses (mobile phones, public safety, semiconductors). Product groups chose this solution over external solutions due to its high quality and superior error-resilience over wireless networks.

Multimedia Solutions for Security & Public Safety – Managed the development of video streaming systems for use in public safety, security, and surveillance. An eight-camera live-video server reference design & video player software was successfully commercialized.

Media Management – Metadata Technology – In 2001, initiated research into technologies to enable consumers to easily manage multimedia content on handheld devices. Built research collaborations and provided thought leadership for the business groups, leading to commercial use of the technologies in mobile device products.

Avatar Applications & Technologies – In 2001, initiated a study of 2D/3D graphics technologies and applications for use in handheld devices and supported Mobile Devices in evaluation of third party graphics solutions. In 2003, focused research on the development of avatar-based applications and technologies. In 2005, established a collaboration with the Mobile Devices multimedia software team to incorporate avatars into the platform and build the necessary third party partnerships.

University Partnerships – Initiated partnerships with Purdue University and University of Illinois at Urbana-Champaign, in the areas of media understanding and emotive avatars, respectively. Maintained a long-term partnership with Northwestern University in the area of video compression.

**Motorola Corporate Research Research Project Leader,
Principal Staff Engineer 8/1998 – 5/2000**

Led the Wireless Video Communications project, taking it from the research prototype phase, through identification and advanced development of key enabling technologies, to creation of product development plans. Contributions as project leader include:

Wireless Video Codec IC Development – initiated the development of an MPEG-4 video encoder IC. Led the team that developed algorithms for the wireless video codec, including error-resilient encoding and decoding, motion estimation, and post-processing algorithms. This work resulted in an algorithm specification for the IC and co-inventing 3 patent filings. Also led the development of the



Kevin J. O'Connell

requirements specification for the IC.

3G Videophone – Demonstrated Motorola's thought leadership in mobile video communications by showcasing the videophone prototype at dozens of major trade-shows, media events, and customer visits, in direct support of multiple Motorola businesses. Contributed to Motorola's first contracts to deliver video-enabled 3G phones.

Motorola Corporate Research Research Software Lead, Sr. Staff Engineer 11/1997 – 8/1998

Led the software development for Motorola's first videophone form-factor prototypes, including H.324M videophone protocols, user interface, and device drivers. Coordinated development with Motorola's software group in India and integrated their software into the prototype.

Motorola Corporate Research Research & Standards Engr., Staff Engineer 5/1992 – 11/1997

Researched and developed video coding algorithms for use in Motorola integrated circuits and future mobile devices. Developed novel motion estimation methods and assisted the IC product team with verification of the IC implementation of the algorithms. Contributed to the development of error-resilient video coding methods proposed to MPEG. Led the Motorola development of a shape-coding algorithm and proposed it for use in MPEG-4. Initiated, coordinated, and made technical contributions to a multinational team of MPEG experts to jointly evolve the shape-coding algorithm into the best contour-based method.

Also defined Motorola's position and strategy for MPEG and ITU-T video standards and provided key leadership in the standardization of MPEG-4. Chaired requirements ad-hoc groups throughout the course of MPEG-4 and succeeded in focusing MPEG-4 on mobile applications, including making error resilience and low bit-rate operation central to the MPEG-4 standard, which has become widely used in the mobile industry.

Motorola Corporate Research Research Engineer - 2/1989 – 5/1992

Investigated visual media compression and wireless transmission technologies for HDTV standardization and early multi-functional mobile communication devices. Also participated in technical assessments of potential external partners.

Purdue University Teaching Assistant 1/1987 – 12/1988

Taught sophomore and junior level electrical engineering lab



Kevin J. O'Connell	
	<p>courses. Also developed new lab experiments, as a special assignment working with the lab director.</p> <p>IBM, Rochester, Minnesota Co-op Engineer 9/1983 – 8/1986</p> <p>Through five co-op terms rotating through various development teams, gained experience in IC testing, device-level circuit design, and embedded software development.</p>
Education	<p>M.S. Electrical Engineering - Purdue University, West Lafayette, IN - December 1988</p> <p>B.S. Electrical Engineering - Purdue University, West Lafayette, IN - May 1987</p>
Training, Certifications, and Memberships	<p>Professional Recognition & Activities</p> <ul style="list-style-type: none"> - Motorola Science Advisory Board Associate (SABA) member, in recognition of significant career technical contributions to Motorola (less than 1.5% of Motorola engineers). - ISO/IEC Award for significant contributions to the development of the MPEG-4 Video Coding standard. - Motorola Global Standards Award, in recognition of contributions made to the MPEG-4 standard. - 6 issued U.S. patents in the area of video compression. - Publications: 3 journal papers, 2 conference papers, & over 40 standards contribution documents. <p>Patents</p> <ul style="list-style-type: none"> - U.S. Patent 6,842,484, Bhavan Gandhi, Kevin O'Connell, David Nicozisin, "Method and Apparatus for Random Forced Intra-Refresh in Digital Image and Video Coding", issued 11 January 2005. - U.S. Patent 6,836,514, Bhavan Gandhi, Kevin O'Connell, Faisal Ishtiaq, Raghavan Subramaniyan, "Method for the Detection and Recovery of Errors in the Frame Overhead of Digital Video Decoding Systems", issued 28 December 2004. - U.S. Patent 5,764,808, Kevin O'Connell, Damon Tull, "Method and Device for Compact Representation of a Discrete Region Contour", issued 9 June 1998. - U.S. Patent 5,724,369, Jim Brailean, Kevin O'Connell, Mark Banham, Steve Levine, "Method and Device for Concealment and Containment of Errors in a Macroblock-Based Video Codec", issued 3 March 1998 . - U.S. Patent 5,537,155, Kevin O'Connell, Cheung Auyeung, Stephen N. Levine, "Method for Estimating Motion in a Video Sequence", issued 16 July 1996 . - U.S. Patent 5,486, 863, Cheung Auyeung, Kevin J. O'Connell, Stephen N. Levine, "Method for Determining Whether to Intra Code a Video Block", issued 23 January 1996.



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Publications

Journals:

- F. Pereira, K. O'Connell, R. Koenen, and M. Etoh (guest editors), "Special Issue on MPEG-4 Part 2: Submitted Papers", *Signal Processing: Image Communication Journal*, vol. 10, no. 1- 3, July 1997.
- F. Pereira, K. O'Connell, R. Koenen, and M. Etoh (guest editors), "Special Issue on MPEG-4 Part 1: Invited Papers", *Signal Processing: Image Communication Journal*, vol. 9, no. 4, May 1997.
- K. O'Connell, "Object-Adaptive Vertex-Based Shape Coding Method", *IEEE Transactions on Circuits and Systems for Video Technology*, vol. 7, pp. 251-255, Feb. 1997.

Conferences:

- C. Auyeung, J. Brailean, M. Danielsen, S. Levine, K. O'Connell, "The Wireless Challenge for MPEG4", *Workshop on Mobile Multimedia Communications*, Waseda University, Tokyo, Japan, Dec. 1993.
- K. O'Connell (chair), "Panel Discussion on MPEG4 and Applications", *Workshop on Very Low Bitrate Video Compression*, University of Illinois at Urbana-Champaign, May 1993.

Standards Committee Submissions:

- Contributed over 40 input documents to various multimedia standards bodies (ISO/IEC MPEG, ITU-T SG16 Visual Telephony and Video Codec Experts Groups, and the U.S. NCITS L3 and L3.1 groups). Some of the key contributions are listed here:
- VLBR Ad-Hoc Group (chair: K. O'Connell), "New Work Item Proposal for Very-Low Bitrate Audio-Visual Coding", ISO - MPEG 92/700, London, UK, Nov 1992.
- VLBR Ad-Hoc Group (chair: K. O'Connell), "Project Description for Very-Low Bitrate Audio-Visual Coding", ISO - MPEG 92/699, London, UK, Nov 1992.
- Motorola, "MPEG-4 Requirements and Vision", ISO - MPEG 93/946, Seoul, Korea, Nov. 1993.
- MPEG-4 Requirements Ad-Hoc Group (chair: K. O'Connell), "MPEG-4 Requirements Document - Grimstad Revision", ISO - MPEG 94/407, Singapore, Nov. 1994.
- MPEG-4 Requirements Ad-Hoc Group (chair: K. O'Connell), "MPEG-4 Functionalities", ISO - MPEG 94/399, Singapore, Nov. 1994.



Kevin J. O'Connell

- R. Ivy, M. Frater, M. Zeug, K. O'Connell, "Important Requirements for an MPEG-4 Verification Model", ISO - MPEG 95/543, Dallas, TX, Nov. 1995.
- K. O'Connell, Damon Tull, "Motorola MPEG-4 Contour-Coding Tool Technical Description", ISO - MPEG 95/0447, Dallas, TX, Nov. 1995.
- K. O'Connell, P. Gerken, C. LeBuhan, J. Kim, "Error Resilient Vertex-Based (S4h) Shape Coding Description", ISO/MPEG M1963, Bristol, UK, April 1997.
- J. Brailean, K. O'Connell, "Mapping Video Tools to the MPEG-4 Video Object Profiles", ISO/MPEG M2553, Stockholm, Sweden, July 1997.
- K. O'Connell, M. Singhal, J. Brailean, "Further Development of the MPEG-4 Profile Definitions", ISO/MPEG M3010, San Jose, CA, February 1998.
- K. O'Connell (ad-hoc group chair), "Report of MPEG-4 Version 1 Level Definition AHG", ISO/MPEG M4036, Atlantic City, NJ, October 1998.



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Mark R. Swink	
Project Manager, Motorola, Inc.	2142 W. Roscoe St. Unit 3C Chicago, IL 60618 312-339-6920
Year of Hire:	1993
Motorola Professional Experience:	<p>A dynamic results-oriented Project Manager with qualifications in system implementation, relationship management, negotiations, complex project/process management, team management, detailed problem solving/troubleshooting, and finance/budget management and analysis.</p> <p>Program Manager, Schaumburg, IL (2004 – present) Currently managing City of Chicago projects, City of Chicago Fire Department EMS Digital projects, and Nebraska rebanding projects for the implementation of Motorola's public safety radio systems. Total budget for these projects is over \$30 million. Establish project implementation schedules and manage the tasks for on time delivery of the system. Manage subcontractors and Motorola resources to accomplish the tasks of the project and ensure a successful implementation. Interface with customer and Motorola senior leaders to maintain solid relationships. Review Requests for Proposals, manage pre-sale project tasks, and negotiate with suppliers to establish competitive contracts for Motorola system implementation.</p> <p>Global Commodity Manager, Schaumburg, IL (2004) Negotiated with Print suppliers to establish competitive contracts for Motorola procurement. Determined and analyzed the correct supplier mix to provide goods and services to Motorola. Established RFPs and source selection to evaluate supplier proposals. Maintained relationships between Motorola and suppliers for managed commodities. Interfaced with Motorola Senior Leaders and Supplier's executive staff to maintain solid buyer/seller relationships. Identified cost savings opportunities and work with suppliers and sectors to establish initiatives.</p> <p>Project Manager, Schaumburg, IL (2003 - 2004) Worked with the Global Indirect Procurement organization on special projects to increase cost savings. Implemented a process for the migration of all Motorola Indirect suppliers to new payment terms. Institutionalized a governance to control supplier set-ups, and reduce our current supply base. Worked on a Global team to implement one corporate credit card to cover all Motorola purchases done on a credit card.</p>



Mark R. Swink	
	<p>Project Manager, Sunrise, FL & Schaumburg, IL (2001 - 2003) Managed the Data Management team that supports the Ariba Procurement System data Globally. Supplier Enablement Lead for the implementation of a software tool that supports the procurement of services and complex goods. Involved in the implementation of the Ariba Procurement System for Motorola Globally. Work with team members and internal customers, on managing the implementation of data into the Ariba system. Also responsible for the managing of Project Schedules for current and future implementations.</p> <p>Ariba Implementation Manager/Business Process Specialist, Sunrise, FL (1999 - 2001)</p> <p>Financial Analyst, Boynton Beach, FL (1998 - 1999)</p> <p>Capital Accounting Supervisor, Boynton Beach, FL (1996 - 1998)</p> <p>Senior Market Credit Analyst, Boynton Beach, FL (1994 - 1996)</p>
Education	<p>University of Florida, Gainesville, Florida <i>Bachelor of Science: Business Administration, 1993</i> Major in Finance, Minor in Economics</p>
Training, Certifications, and Memberships	<p>Project Management Institute <i>Certified Project Management Professional, August 2001</i></p> <p>The George Washington University <i>Masters Certificate in Project Management, 2003</i> <i>Six Sigma Greenbelt</i></p>
Michael Bernhardt	
System Engineer Motorola, Inc.	<p>1309 E Algonquin Rd Schaumburg, IL, 60196 847 435 5397</p>
Date of Hire:	June 2000
Motorola Professional Experience:	<p>Engineering Manager – October 2008 to Present Responsible for managing all engineers assigned to projects in the State of Illinois as well as leading larger projects. Major projects ran out of the Illinois office include Cook County, STARCOM and StarCom add-ons, City of Elgin, Northwest Center Dispatch, and DuPage county. Team is comprised of 8 engineers responsible for all pre-sale proposals and post sale implementation for projects within Illinois.</p> <p>System Engineer – June 2006 to October 2008 Tasked with developing and implementing system designs for</p>



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Mark R. Swink	
	<p>all projects for Motorola. The following are the most recent projects:</p> <p>Chicago Fire Digital UHF Conventional Simulcast System – Worked as lead engineer helping with staging and implementation of the system. Ran coverage testing and working to resolve issues and gain final acceptance.</p> <p>Metropolitan Pier and Exhibition Authority UHF StarCom Add on – Completed a design for a single site ASTRO 25 site and 2 console operator position dispatch center. In addition this project had multiple BDA system throughout the McCormick Center Campus and Navy Pier.</p> <p>City of Evanston Analog Conventional Simulcast System – Took over as Lead engineer for this project which included getting all equipment racked, connected, and working. In addition performed coverage testing for the system. The system was 3 site simulcast with 2 VHF and 1 UHF channel at each location.</p> <p>Lead Test Engineer – June 2000 to May 2006</p> <p>Responsible for testing and certification of various system releases for System Integration and Test team. The following are examples of projects:</p> <p>Rebanding Test Lead – Responsible for all aspects of testing having to do with Motorola's certification of the Rebanding software release for all platforms. The platform included Conventional, SMARTNET, SmartZone, and ASTRO 6.x/7.x Systems.</p> <p>Migration Improvements – Responsible for working on ideas and improvements for allowing ASTRO 6.x/7.x System to be upgraded in shorter times and with fewer issues. This included introducing the concept of allowing jumps over a release.</p> <p>ASTRO 6.3 Integration Test Lead – Responsible for first integration of software into the System Integration and test process. This also included working with developers to test pre-release code.</p>
Education	<p>B.S. Electrical Engineering (2000) Kansas State University</p>



Paul Kuemmel	
Senior Engineering Manager Motorola, Inc.	470 W. Rosiland Drive Palatine, IL 60074 847 576 5478
Year of Hire:	1983
Motorola Professional Experience:	<p>Technology manager specializing in leading cross functional product development and integration teams in fast paced, high visibility environments with both business and engineering responsibilities. Accomplished at summarizing complex technical issues concisely in the context of project impact, customer experience, and tradeoffs of potential solutions. Significant customer and vendor interface experience.</p> <p>Senior Engineering Manager, Schaumburg, IL (2008 – present) Manage the relationships with potential video surveillance technology partners through research, evaluation, selection, and integration phases. Evaluate and document the strength and weakness of the companies' technologies through hands-on evaluations, and determine the potential for strategic and technical fit within our expanded portfolio. Set strategy and provide technical support resources for go-to-market activities with these partners such as customer symposiums, corporate technology showcases, trade show venues, and customer pilot systems. Lead a team of technologists chartered with prototyping new customer experiences through combinations of organic and inorganic products based on specific customer inputs.</p> <p>Senior Resource Manager, Schaumburg, IL (1994-2008) Responsible for simultaneously meeting aggressive quality and schedule goals for complex, large scale development projects combining IT technology and wireless data systems. Compile customer inputs and evaluate third party technologies and test their capability to integrate with internally developed products. Managed resources for the projects and re-allocated as needed across departments as possible project impacts were identified. Used software quality and effort prediction tools to actively manage projects in real time. Integrated the products into customers' existing corporate IT networks, and supported those products with 7x24 engineering support.</p> <p>Engineering Section Manager, Schaumburg, IL (1990-1994) Managed 7 engineers who provided outstanding customer system engineering, requirements gathering, and 3rd party software evaluation, testing and integration for land based long haul trucking communication system.</p>



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Paul Kuemmel

	<p>Sr./Lead Engineer, Schaumburg, IL (1987-1990) Cross functional engineer for private low speed wireless data system designed for vending machine market. All team members sharing in engineering, marketing, and sales decisions. Responsible for overall system design and field testing, customer requirements gathering and customer support.</p> <p>System Engineer, Schaumburg, IL (1983-1987) Performed system certification for public safety communications systems in front of customer executives such as Police/Fire/Federal agency chiefs. Assembled and tested entire state-wide systems in large staging area and performed functional checkout prior to customer demonstration. Identified and corrected system design problems before equipment was shipped.</p>
Education	<p>University Of Wisconsin, Madison Bachelor of Science: Electrical Engineering, 1983</p> <p>University Of Illinois, Chicago Master of Science: Electrical Engineering and Computer Science, 1990</p>
Training, Certifications, and Memberships	<p>Six Sigma training Motorola Business Institute Co- Author, US patent #5,142,694 for method of automatically minimizing RF hops in a store and forward remote monitoring unit.</p>



Ryan Moore	
Technical Solutions Architect Motorola, Inc.	5555 N Beach Mail Stop 6E Fort Worth, TX 817 245 7763
Year of Hire:	2000
Motorola Professional Experience:	<p>Over 14 years of experience in the Networking, Telecommunications & Public Safety sectors. Worked extensively with public safety agencies, telecom carriers and enterprise companies worldwide in the planning, architecting, design, launch, and operation of new products and services. Extensive background in Information Assurance, IP Networking, and Network Management.</p> <p>Technical Solutions Architect, Fort Worth, TX (2002 – present) Technical Solutions Architect for the Enterprise Mobility Solutions group. Responsibilities include performing IP network assessments, creating IP network designs, performing Information Assurance risk assessments, and consulting with Motorola customers to create turn-key solutions that involve multiple wired and wireless networking solutions.</p> <p>Network Engineer for Invisix, Fort Worth, TX (2000 - 2002) Part of the systems integration team working for the Motorola and Cisco partnership named Invisix. Responsibilities included IP network design for 3G cellular networks, installation and integration of IP networking equipment for both cellular and Internet providers, and developing network management procedures and applications for cellular networks. Created and delivered IP network training for Motorola cellular customers</p> <p>PrimeCo PCS (Now Verizon), Application Developer, Dallas, TX (1997 - 2000) Worldcom, IT Analyst, Tulsa, OK (1994 - 1997)</p>
Education	<p>University of Tulsa Tulsa, OK <i>Bachelor of Science: Computer Science, 1995</i></p> <p>University of Dallas, Irving, TX <i>Masters of Science: Information Assurance, 2008</i></p>
Training, Certifications, and Memberships	<p>CISSP <i>Certified Information Systems Security Professional</i></p> <p>CCNA <i>Cisco Certified Network Associate</i></p> <p>ISSA <i>Member of Information Systems Security Association</i></p>



Tyrone Drew Bekiares	
Distinguished Member of the Technical Staff Advanced Technology & Research Motorola	1303 East Algonquin Road Schaumburg, IL 60196 847 576 9820
Year of Hire:	1998
Current Employer Professional Experience:	<p>Distinguished Member of the Technical Staff, Motorola, Schaumburg, IL (1998 – Present)</p> <p>I have spent the entirety of my career at Motorola with the Advanced Technology and Research group focused on supporting the public safety business. In that role, I've been a developer, architect, integrator, presenter, and evangelist of video over wireless technologies.</p> <p>Specifically, I have worked on the following projects with relevant experience:</p> <ul style="list-style-type: none"> - Lead architect, developer, and customer support of the video subsystem used in the prototype Greenhouse 700MHz wideband/broadband wireless streaming video/IP system first trialed publicly in Clearwater, Florida in 2000. The system was subsequently trialed in Chicago, Illinois, and Washington, D.C. and has been demonstrated at countless trade shows around the world. - Lead architect and developer of a video/IP simulation tool used extensively throughout the company to model video quality over wireless networks. Among other deliverables, the output of this tool has been used to prepare exemplary video for presentation to the FCC. - Lead architect, developer, and presenter of the video subsystem used in the prototype TETRA/TEDS narrowband/wideband wireless streaming video system publicly demonstrated at the 2009 and 2010 TETRA World Congress. - Lead author of the wireless video/IP section of a report to SAFECOM on the use of video in public safety. - Lead video technology consultant to multiple wireless video streaming products. - Lead architect and developer of the MAC and HOST subsystems of a prototype 4.9 GHz 802.11 system. - Lead architect and developer of the streaming audio/IP subsystem of the MotoTRBO IP Site Connect feature.
Other Professional Experience:	Motorola representative to the Video Quality in Public Safety (VQiPS) working group within the U.S. Department of Homeland Security.
Education	Bachelor of Science in Computer Science College of Engineering, University of Illinois, Urbana, Champaign



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Tyrone Drew Bekiars	
Training, Certifications, and Memberships	<p>Finally, I hold 25 filed (4 issued) patents in the area of multimedia over wireless broadband communication.</p> <p>I have developed a strong technical background in voice and video over IP technology, as well as wireless broadband system technology. Specifically, I am well versed in the following technology areas:</p> <ul style="list-style-type: none"> - RTSP, SIP, and H.323 call setup protocols for multimedia/IP sessions. - RTP/RTCP, Smooth Streaming, and HTTP Live Streaming protocols for streaming of video over IP. - SPEEX, IMBE, AMBE, H.263, MJPEG, MPEG4, and H264 audio and video codecs, with an extensive understanding of error resilience to bit and packet errors. - PSNR and other metrics for quantitative evaluation of video quality. - LTE system architecture with a focus on QoS. - SIP/SIMPLE for presence/IP.



James Barnes	
Subject Matter Expert The Boeing Company	2451 Crystal Drive Suite 900 Arlington, VA 22202
Year of Hire:	1991
Current Employer Professional Experience:	<p>Subject Matter Expert on radiological and nuclear terrorism. Understudy on biological terrorism and chemical weapons. Core team member for Risk Management Analysis Process (RMAP) development (BCA/Phantom Works). Core team member for development of the BioSMART risk management modeling. Core team member for AnyLogic rapid prototyping study project</p> <p>Technical Lead, The Boeing Company (1991 – Present) Provide technical oversight of Boeing-SSFL operations involving the use of radioactive materials or X-ray producing equipment. Ensure compliance with provisions of company's California Broad Scope "A" License and DOE operations under 10 CFR 835. Oversee all aspects of the operational radiation safety program, from designation and implementation of field practices to regulatory affairs. Responsible for analysis, development, implementation, and oversight of all occupational radiation safety programs for the site. Technical lead for Boeing SHEA audit group for ionizing and non-ionizing radiation practices.</p> <p>Operations lead for the Boeing SSFL instrumentation calibration facility. The facility was responsible of the selection, purchase, calibration and repair, and deployment of instrumentation for a major decontamination and decommissioning (environmental remediation) project. Expert familiarity with radiation detection instrumentation and procedures for determining presence of low levels of radioactivity at near-background levels.</p> <p>Developed several computerized systems for tracking of employee exposure information, performing technical calculations and analyses of field measurements, and for evaluation of exposure scenarios in the context of radiation safety. Participated in data gathering and analysis for a major epidemiological study of former radiation workersnew approaches for baggage and cargo screening using combinations of different EDS technologies.</p> <p>Internal Dose Assessor, MJW – part time (2003 – 2006) Perform internal dose assessment of workers who may qualify for compensation under the Energy Employee Occupational Illness Compensation Act (EEOICPA). Working from urine and fecal bioassay data, use customized computer models to reconstruct probable intake dates, determined likely intake</p>



James Barnes	
	<p>levels, and calculate estimated internal doses</p> <p>Senior Dose Assessor, MJW, Inc – part time (1999 – 2000) Performed internal dose assessment of Mound workers who had been exposed to isotopes of plutonium. Working from urine and fecal bioassay data, used the computer code CINDY to reconstruct probable intake dates, determined likely intake levels, and calculated estimated internal doses.</p>
Other Professional Experience:	<p>2008 - Patent Submittal; Submersible vehicle with integral radiation detection capability.</p> <p>2008 - Patent Submittal; Airframe with integral radiation detection capability.</p> <p>2007 - Presenter; Monterey Homeland Security Conference (Naval Post-Graduate School)</p> <p>2007 - Invited Speaker; Second Annual Radiological Device and Nuclear Event Symposium (Scenczar)</p> <p>2006 - Invited Speaker; Combined Orange/Los Angeles County American Industrial Hygiene Association</p> <p>2005 - Writing Team; ANSI Standard N43.16, Radiation Safety Standard for X-Ray and Gamma Radiation Security Non-Intrusive Inspection Systems</p> <p>2005 - HPS Annual Meeting (Spokane, WA) – Professional Enrichment Program; Psychological Effects of Weapons of Mass Destruction</p> <p>Publications:</p> <p>Paper: "Sensitivity syndromes' related to radiation exposures." <i>Medical Hypotheses</i>, 2001: Volume 57, Issue 4, Pages 453-458</p> <p>Book: <i>Public Protection from Nuclear, Chemical, and Biological Terrorism</i>. Health Physics Society; 2004). Chapter 34: <i>Understanding and Managing the Psychological Impact of Weapons of Mass Destruction</i></p>
Education	Bachelor of Science: Liberal Studies in Chemistry and Biology Excelsior College, New York 1990
Training, Certifications, and Memberships	<p>Boeing Associate Technical Fellow (2003)</p> <p>Certified Health Physicist; American Board of Health Physics (ABHP)</p> <p>Chartered Radiation Protection Professional; Society for Radiological Protection; Great Britain</p> <p>Registered Radiation Protection Technologist; National Registry of Radiation Protection Technologists (NRRPT) Member; American Nuclear Society</p>



James Barnes	
	<p>Health Physics Society Former Member; International Relations Committee Former Chair; Homeland Security Committee Southern California Chapter Health Physics Society Former Member of the Board Foundation for Advancements in Science and Education (FASE) (Senior Research Associate)</p>



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Raymond Bittel	
Senior Manager The Boeing Company	2451 Crystal Drive Suite 900 Arlington, VA 22202
Year of Hire:	1996
Current Employer Professional Experience:	<p>Responsible for developing advanced concepts and ideas for future multi-mode transportation systems in the 2010 timeframe. These systems span airport, seaport, rail, and road. His activities include definition and development of the multi-mode systems, technology identification and forecasting for these systems, as well as transition planning for their possible implementation.</p> <p>Senior Manager, The Boeing Company Arlington, VA (1996 – Present)</p> <p>Dr. Bittel is currently Senior Manager for Advanced Concepts for Boeing's Airport Security Program and is responsible for developing advanced concepts and ideas for future multi-mode transportation systems in the 2010 timeframe. These systems span airport, seaport, rail, and road. His activities include definition and development of the multi-mode systems, technology identification and forecasting for these systems, as well as transition planning for their possible implementation.</p> <p>Prior to his current position, Dr. Bittel was the Chief Architect and Chief Technologist for Boeing Airport Security Programs with responsibility for developing airport operational concepts based on advanced technologies for explosives detection and mitigation.</p> <p>He was also the Airport Sector Focal for the United States Commercial Aviation Partnership (USCAP) Project. In these roles, Dr. Bittel assessed the viability of developing technology options as components of an integrated airport security system.</p> <p>Earlier with Boeing, Dr. Bittel led the Continuous Improvement (CI) Integrated Product Team (IPT) under the Transportation Security Administration Explosive Detection System/Explosives Trace Detection (EDS/ETD) Initiative and was responsible for leading and directing technical staff in the areas of EDS/ETD operational efficiency; operational suitability including RMA and field data gathering for 22 performance metrics computations and reporting; identification of operational limitations; accelerated installation; OEM support; and Advanced EDS/ETD concepts of operation. Dr. Bittel led efforts including extensive testing, including Site Acceptance Testing (SAT), of EDS machines; improving system capability, quality and operational cost; improving performance and personnel efficiency; trending analysis; and development and analysis of advanced baggage screening operational concepts. These activities required extensive knowledge and</p>



Raymond Bittel	
	<p>understanding of EDS methodology and capability and understanding of ETD technologies as part of a multi-level approach to explosive detection and resolution. His work led to an extensive report on new approaches for baggage and cargo screening using combinations of different EDS technologies.</p> <p>Dr. Bittel was also the Lead Systems Engineer for special programs in surveillance and electronic systems.</p> <p>Lead Systems Engineer, Rockwell Collins (1978 – 1996) Dr. Bittel led Rockwell technology development efforts including HF multi-media communications systems, wireless communications, packet radio technology, networking, intelligent systems, and photonics.</p> <p>Adjunct Professor, Andersen Consulting Washington, DC (1971 – 1978) Dr. Bittel was an adjunct professor and lecturer for the departments of mathematics and electrical engineering for Virginia Polytechnic Institute and State University, Reston Virginia Campus teaching advanced calculus, statistics, stochastic processes, statistical communication systems, and adaptive and optimal control.</p>
Other Professional Experience:	Published 27 technical papers, holds three patents in network timing and synchronization.
Education	Ph.D. degree in Electrical Engineering from Southern Methodist University in 1970



Stephen Robinson	
VSOC Product Manager The Boeing Company	2451 Crystal Drive Suite 900 Arlington, VA 22202
Year of Hire:	2004
Current Employer Professional Experience:	<p>Mr. Robinson has over forty years of experience in the full system life cycle of Software and Database systems. He is an expert in a wide range of object-oriented disciplines including UML, Unified Process, including requirements management using Use Cases. He is also well experienced in the use of the structured system development approaches to software and database development.</p> <p>Visual Security Operations Console (VSOC) Product Manager, The Boeing Company Arlington, VA (2004 – Present)</p> <p>Created the VSOC shrink wrapped product documentation, training, and evolved the base VSOC product from a single customer specified capability to a product that could be installed at any customer site. To accomplish this, Steve substantially upgraded the software engineering process operating at the VSOC, and created the Configuration Control Board for allocating requirements to spiral iterations.</p> <p>Served as the Boeing Site Rep for the Single Integrated Air Picture Joint Service development effort. Steve assisted in developing the Peer-to-Peer Network communications capability for the SIAP. This was considered to be one of the key capabilities of this system. One of the significant contributions made in this program was his role in the evolution of the process driven development environment that was developed there. The program evolved from an environment in which little accountability existed for the software development staffs to one in which requirements were specified, and approved for incorporation, concept of operations documents were created based on those requirements, software design documents were developed based on the operations concepts documents, and finally, testing was performed based on the documentation suite. Steve saw the significant improvement in execution capability of the software development staff during the incremental installation of that process driven focus.</p> <p>Senior Consultant/Trainer, Icon Medialab (formerly Insight Technology Group) (1998 – 2004)</p> <p>Training and Mentoring</p> <p>Mentored and trained a broad spectrum of clients. Topics included Requirements Management with Use Cases, Rational Unified Process (RUP), and Requisite Pro. Developed and customized courseware including <i>Defining and Managing</i></p>



Stephen Robinson	
	<p><i>Requirements: A Use Case Driven Approach, An Introduction to Rational Rose, An Introduction to Requisite Pro, and provided developmental comment for Object Oriented Analysis & Design.</i></p> <p>Provided support to the New York Stock Exchange and its SIAC subsidiary over a multi-year period. Support included requirements and design training in support of its evolving software development process.</p> <p>Co-developed the course <i>Software Oriented Architecture and Web Services</i>.</p> <p>ProphecyOpen Developed and delivered Object Oriented courseware for Prophecy to its customers at the Bureau of Surface Mining. Provided software design support for Bureau applications.</p> <p>Advanced Project Developed a database object framework using JDBC/Data Express. The framework was prototyped using Microsoft Access. The Java applications used the framework to build complex objects from database tables.</p> <p>TRW Worked as a member of a team to support the Ballistic Missile Defense Office to provide C++ and database related support for the program simulator. This effort was focused toward writing special purpose class constructors. Also provided simulation test support during the final phase of the project.</p>
Other Professional Experience:	Object Oriented Requirements, Analysis, Design, Rational Rose, Requisite Pro, Use Cases, Sybase and Oracle Database Administration, Oracle Tuning, Object Oriented Design and Analysis, C++ Programming, Object Oriented Design and Analysis using System Architect, System Architect Administration
Education	Bachelor of Science, Computer Science, American University, Washington, DC Graduate Studies, Computer Science, American University, Washington, DC
Training, Certifications, and Memberships	The Rational Unified Process (RUP), Requirements Management with Use Cases (RMUC), Requisite Pro, Object Oriented Analysis & Design, Rational Rose



Exhibit 7

City of Chicago Travel Guidelines*

A handwritten signature in black ink, appearing to be 'JTD' with a flourish underneath.

* Motorola's execution of this Agreement is subject to its review and acceptance of the terms and conditions, if any, set forth in the "City of Chicago Travel Guidelines" as the document has not been provided to Motorola at the time of execution.

Exhibit 8

Background Checks and Drug Screening


EXHIBIT 8


BACKGROUND CHECKS AND DRUG SCREENING


Categories of Vendor Personnel

Vendor personnel, as determined by the PBC and in accordance with the background check procedures set forth below, shall be required to successfully complete a background check.

Background Check Procedures

1. Vendor shall provide to the PBC categories of Vendor personnel according to the activities to be performed by such personnel, the location at which it will be performed and the identity and numbers of specific individuals before Vendor personnel will perform Services under this Agreement. The Commission shall then decide, in its sole discretion, which personnel are required to have a background check *based on legitimate, nondiscriminatory criteria that is related to the project requirements.* 

2. *Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within the seven (7) years prior to employment, where permitted by law.* When the Commission requires an *additional* background check, *Vendor agrees* the Commission may elect to conduct the check itself or require Vendor to perform the check *on terms that are mutually acceptable to the parties and compliant with applicable law.* If the PBC conducts the check, the PBC will inform Vendor when and where the check will be conducted. If the personnel are located outside the 100 mile radius from the Commission's location, Vendor may request an alternate location, and the parties shall determine a mutually agreeable location. Background checks will be performed at the expense of the Commission, and in accordance with all applicable law, including, without limitation, the Fair Credit Reporting Act and the Employee Credit Privacy Act. 

3. If the Commission requests that Vendor conduct the background check on Vendor's personnel, *Vendor* shall conduct the background check *on terms that are mutually acceptable to the parties and compliant with applicable law*, and will notify the Commission whether an individual has successfully completed the background check or not. Such information shall be kept confidential by the Commission and *Vendor*. If an individual fails the background check, that individual shall immediately be removed from the performance of Services; Vendor shall have a reasonable period to replace such individual. Personnel that pass the background check are authorized by the Commission to provide the Services, and such personnel shall be provided with identification as necessary and appropriate. 

4. Each Party shall be liable for any claims arising from or related to background checks performed by that Party on Vendor's personnel.

Drug Screening Procedures

In the event that either Party has a reasonable suspicion that drug testing may be required for any Vendor personnel, Vendor will cause the individual(s) to be tested for drug use pursuant to the terms and conditions set forth herein *and in compliance with applicable laws and Vendor's drug testing policies and procedures.*

ATD
ESD

1. Drug testing shall be performed in accordance with all applicable laws.
2. The tests will be for the 10 panel drug test categories set forth on the attachment to this Exhibit 8, and in accordance with Department of Homeland Security and Department of Transportation standards, using National Institute on Drug Abuse-certified laboratories.
3. Upon receipt of results from a drug test, Vendor will inform the Commission as to whether Vendor is in compliance with the terms and conditions of the Agreement.

The Commission reserves the right to audit Vendor's compliance with these background check and drug testing requirements by examining actual test results for personnel assigned to the performance of the Services under this Agreement.

ATTACHMENT 1
The Ten Panel Test

1.	Amphetamines	Benzedrine, Methamphetamine, Biphedamine, Dexedrine (Prescribed for narcolepsy, weightless)
2.	Barbiturates	Amytal, Fiorinal, Luminal, Nembutal, Seconal, Tuinal (Main use is to control epilepsy)
3.	Benzodiazepine	Oxazepam, Alprazolam, Flurazepam, Lorazepam, Nordiazepam Tranquilizers and sleeping pills
4.	Methadone	Methadone (Used to treat heroin addiction)
5.	Methaqualone	Dolophine, Methdose (Originally used as a sedative, pain reliever for surgery)
6.	Opiate	Codeine, Morphine, Heroin, Oxycodone (Pain relievers)
7.	Phencyclidine	PCP (Can have veterinary applications)
8.	Propoxyphene	Darvon, Darvocet (Synthetic narcotic pain reliever)
9.	Marijuana	400 different chemicals, THC-delta 9 tetrahydrocannabinol metabolite
10.	Cocaine	Cocaine metabolite

Drug-Free Workforce & Smoke-Free Workplace

Statement of Policy

Motorola policy explicitly prohibits the unlawful possession, use, purchase, sale, dispensation, distribution, transfer, or manufacture of drugs or other controlled substances, or the abuse of alcohol, while on Motorola premises or while conducting Motorola business off Motorola premises. Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. In addition, employees may smoke in designated smoking areas only. Violations of this Policy may result in disciplinary action, up to and including termination of employment, and may have legal consequences.

Scope

All Motorola employees based at locations within the United States.

Application

Motorola complies with the Drug-Free Workplace Act, applicable regulations of government agencies (including regulations promulgated by the Department of Transportation), and other federal, state and local laws and regulations. All employees and applicants for employment are advised, in writing, of our Drug-Free Workforce and Smoke-Free Workplace Policy.

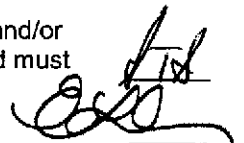
Drug and/or alcohol testing is conducted in accordance with applicable law(s).

Circumstances that Require Drug and/or Alcohol Testing

1. *Pre-Employment Drug Testing.* All applicants for employment must take and pass a drug test before they receive an unconditional offer of employment and/or begin working for Motorola. Applicants who refuse to cooperate in a drug test, or who do not pass a drug test, will be ineligible for hire and employment with Motorola at that time and cannot re-apply for a position with Motorola for a period of six months following the date of their drug test.
2. *For-Cause Drug and Alcohol Testing.* Motorola may require that an employee take a drug and/or alcohol test when Motorola has reasonable suspicion, based on specific observable facts or behaviors, that an employee may be under the influence of drugs or alcohol, or has been using drugs or alcohol while he/she is working, on Motorola premises, operating a Motorola vehicle, machinery, or equipment or present in any other location performing services for Motorola. The observer(s) will document the specific observed facts or behaviors that support the reasonable suspicion. Failure to cooperate or otherwise take a requested for-cause test will result in termination of employment.
 - a. *Post Accident Testing.* Motorola may require an employee to take a drug and/or alcohol test when Motorola reasonably believes the employee may have contributed to or caused a work-related accident that results in serious bodily injury to a person and/or significant damage to Motorola property. The drug and/or alcohol test shall be administered as soon as practicable following the accident.
3. *Customer-Mandated Drug and Alcohol Testing.* Motorola may require an employee to take a drug and/or alcohol test when such a test is mandated by a Motorola customer as part of a contract. Failure to cooperate or otherwise take a customer-mandated test will result in the immediate removal of the employee from the customer project he/she is supporting and may result in further action being taken against the employee.
4. *Random Drug Testing and Alcohol Testing.* For employees in safety-sensitive positions, Motorola may randomly test for drugs and/or alcohol in accordance with procedures developed by Motorola for those specific categories of employees.

Consequences of Positive Drug and/or Alcohol Test Result or Other Violation of this Policy

Except for Pre-Employment Drug Testing, the first time an employee does not pass a drug test and/or tests positive for alcohol, he/she will be referred to the Employee Assistance Program (EAP) and must



comply with any conditions set by the EAP Consultant ("counseling program"). Failure to comply with any conditions set forth in the counseling program will result in termination of employment. As determined by the EAP Consultant and Motorola, an employee in a counseling program must pass a return-to-duty test for drugs or alcohol (or both) before returning to work. Additionally, an employee who successfully completes a counseling program must submit to follow-up testing for drugs or alcohol (or both) at times and frequencies determined by Motorola for a period of up to two (2) years following successful completion of the counseling program. An employee who does not pass a second requested drug and/or alcohol test, or does not pass a return-to-duty or any subsequent follow-up test, may be terminated. Discipline for actions of an employee while under the influence of drugs and/or alcohol, for possession, use, purchase, sale, dispensation, distribution, transfer or manufacture of drugs or other controlled substances, and/or for violations of smoking restrictions will be handled under Motorola's Progressive Discipline Policy.

Testing Procedures

Alcohol Collection and Testing Procedures

Except where precluded by applicable law, Motorola will follow the procedures set forth below:

1. Employees subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Employees will be sent to a Motorola designated collection site where they will be required to verify their identity and cooperate in the site's normal specimen collection procedures.
3. The collection and testing will be conducted, in private, by a trained technician who will use approved testing devices and testing forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. A screening test will be conducted first. If an employee's screen test result is less than .02, the employee will have passed the test.
5. If the employee's measured alcohol concentration is .02 or more, the employee will be required to take a confirmation test. The results of the confirmation test, not the screen test, are determinative. If the employee's confirmation test result is less than .04, the employee will have passed the test. If the employee's confirmation test results is .04 or more, the employee will have tested positive for alcohol.
6. The technician will notify Motorola of the employee's test result in a confidential manner.

Drug Collection and Testing Procedures

Except where precluded by applicable law, Motorola will follow the procedures set forth below:

1. Applicants and employees subject to drug testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Applicants and employees will be sent to a Motorola designated collection site where they will be required to verify their identity and otherwise cooperate in the site's normal specimen collection procedures. Applicants and employees will have the opportunity to disclose any over-the-counter or prescribed medications that they are using or have recently used, or any other information, medical or otherwise, that they think may be relevant to the testing.
3. Specimens will be collected, in private, by a trained collection site person who will use approved collection containers and custody and control forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. Collected specimens will be tested by a certified laboratory. The laboratory will test specimens for marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) (and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law). The laboratory will first conduct a screen on the specimen. If the screen test is negative, the laboratory will report to Motorola that the applicant or employee has passed the drug test. If the screen test is positive, the laboratory will analyze the applicant's or employee's



specimen using gas chromatography/mass spectrometry. The laboratory will send the test results to the MRO.

5. The MRO is responsible for ensuring the accuracy and integrity of the drug testing process. If an applicant or employee has a confirmed positive, adulterated, substituted, or invalid drug test result, the MRO will contact the applicant or employee by telephone via the information provided by the applicant or employee on the custody and control form. Applicants and employees must promptly cooperate with the MRO.
6. The MRO will advise Motorola if an applicant or employee has passed or failed the test, refused to cooperate, if a specimen is dilute, or if a test should be canceled. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a verified negative test result to Motorola. If the applicant or employee does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive. If the applicant or employee does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to Motorola that the applicant or employee has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject an applicant or employee to additional testing.
7. Motorola will advise applicants and employees of their rights, if any, to have their same specimens retested or their split specimens tested by a certified laboratory.

Appeal Procedures

Employees or applicants may appeal a MRO verified positive, adulterated, or substituted test result by submitting a sealed, written appeal letter to the Motorola Drug and Alcohol Program Manager within ten (10) business days of notice of their results. This letter should explain the basis of the appeal and the material facts supporting the appeal.

Upon receipt of the appeal letter by the Motorola Drug and Alcohol Program Manager, the appeal will be thoroughly investigated and considered. The employee/applicant will be notified of the final decision in writing within ten (10) business days of the Motorola Drug and Alcohol Program Manager's receipt of the appeal.

Confidentiality of Records

Records relating to drug and/or alcohol testing are maintained and protected in accordance with legal requirements and our standards for privacy and confidentiality of personal health information. Copies of all records relating to test results and other information relating to the testing process may be requested by the employee or applicant.

Inspections

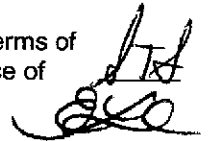
Motorola reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol, or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property (such as purses, lunch boxes, water coolers, thermos bottles, flasks, briefcases, desks, cabinets, or lockers) that may conceal illegal drugs, alcohol, or other contraband.

Crimes Involving Drugs

Employees who are convicted of, plead guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs must report the conviction, plea or sentence to their supervisors/managers and the Human Resources Department within five (5) days after such conviction, plea, or sentence. If an employee who is convicted of, pleads guilty to, or is sentenced for a crime involving illegal drugs performs work directly relating to Motorola's contracts or grants with a state or the federal government, Motorola will report such conviction, plea, or sentence to the appropriate agency within ten (10) days after it receives notice. Motorola may take disciplinary and/or other appropriate action (e.g. referral to the Employee Assistance Program) when an employee engages in any conduct or is involved in any crime that harms Motorola's operations or reputation.

Smoke-Free Workplace

Employees may smoke in designated smoking areas only. Where required by local law or by the terms of a lease agreement, smoking will be prohibited inside Motorola facilities and within a certain distance of



facility entrances (distances may vary in accordance with local requirements). "No smoking" signs will be clearly and conspicuously posted in areas where smoking is prohibited. For purposes of this policy, "smoking" includes electronic cigarettes or any other devices that look like and act as traditional/ordinary tobacco products.

Cross Reference

Progressive Discipline

Open Door Process

Definitions

Drugs: Controlled substances that are not being used and possessed under the supervision of a licensed health care professional or as otherwise allowed by federal law. Motorola currently tests for the following drugs: Amphetamines (Dexedrine, Speed, Ice, Crack, Uppers), Cannabinoids (THC, Marijuana), Cocaine (Crack), Opiates (Heroin, Morphine, Codeine), and Phencyclidine (PCP, Angel Dust).

Employee Assistance Program (EAP): A program to assist employees and their dependents with personal, family, financial, relationship, substance abuse, and other problems. Motorola EAP Consultants also provide consultation to managers on performance management and productivity concerns, as well as on business change impacting the workplace.

Medical Review Officer (MRO): The trained, knowledgeable, independent physician(s) retained by or under contract to Motorola. The MRO reviews drug test results from the laboratory and evaluates any medical explanations for such results.

Pass a Drug Test: Not to test positive for drugs or not to have an adulterated or substituted specimen.

Version Date: 02/01/2010

Original Effective Date: 01/01/2002


A handwritten signature in black ink, appearing to be "J. H. [unclear]", located in the bottom right corner of the page.

EXHIBIT 9

NON-DISCLOSURE AGREEMENT

MUTUAL NON-DISCLOSURE AGREEMENT

October 1, 2010 (Effective Date)

File No. _____

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date, between **Motorola Inc.** with offices at 1301 E. Algonquin Road, Schaumburg, IL 60196, United States ("Motorola"), the **Office of Emergency Management and Communications, City of Chicago, with offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, United States ("OEMC")** and **Public Building Commission of Chicago**, with offices at Richard J. Daley Center, Room 200, 50 West Washington Street, Chicago, IL 60602, United States ("PBC"). Each party and its Affiliates are a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. "Affiliate" means any company which is, now or during the term of this Agreement, a wholly-owned subsidiary of a party or any of its wholly-owned subsidiaries, the parent company of a party, or a wholly-owned subsidiary of the parent company.

1. Confidential Information is defined as any and all information consistent with the Project described below that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by Discloser to Recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed solely orally must be identified as confidential at the time of disclosure and confirmed by the Discloser by submitting a written document to the Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purposes and must be labeled or marked as confidential or its equivalent. CONFIDENTIAL INFORMATION IS DISCLOSED FOR EVALUATION ONLY (the "Purpose").

Description of Project/Program: City of Chicago Office of Emergency Management and Communications Camera Infrastructure Program (the "Project").

Description of Motorola Inc. confidential information to be provided [no software or prototypes]: Roadmap information related to Motorola video surveillance solutions.

Description of OEMC confidential information to be provided [no software]: Description of existing City of Chicago Office of Emergency Management and Communications Video Surveillance Network Infrastructure.

2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure without an obligation of confidentiality; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

3. If a Recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Recipient will give to the Discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

4. During the term of this Agreement and for a period of 5 years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information in connection with the Project and who are bound by confidentiality terms

substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information for evaluation in connection with the Project.

5. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to further the Project. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement. However, Discloser makes no other representation or warranty of any kind with respect to the Confidential Information.

6. This Agreement commences on the Effective Date and continues for a period of 2 year(s); provided, however, that in the event that Motorola, Inc. and the PBC execute a Systems Integration Services Agreement on or before December 1, 2010, then this Agreement shall become and be an exhibit to such Systems Integration Services Agreement, and shall remain in full force and effect throughout the term of such Systems Integration Services Agreement. Recipient's obligations regarding Confidential Information as stated in paragraphs 3 and 4 will survive the expiration or termination of this Agreement.

7. Recipient will not transfer, directly or indirectly, any product, technical data or software furnished hereunder or the direct product of such technical data or software to any country for which the United States or any other applicable government requires an export license or other governmental approval without first obtaining such license or approval.

8. Except as otherwise provided in this section, neither party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written approval of the other party, which will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary approval will be void. Notwithstanding the foregoing, for any Motorola Inc. acquisition, merger, consolidation, reorganization, or similar transaction, or any spin-off, divestiture, or other separation of a Motorola Inc. business, Motorola Inc. may, without the prior written consent of the other party: (i) assign its rights and obligations under this Agreement, in whole or in part, or (ii) split and assign its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Motorola Inc. and the assignee entity(ies) (and their respective Affiliates) following the split.

9. This Agreement is the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement may only be modified in writing by the parties. Any understanding between the parties beyond evaluation of the Project made the subject of this Agreement will be set forth in a separate written agreement containing appropriate terms and conditions.

10. This Agreement will be governed by and construed in accordance with the laws of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Motorola, Inc.

By: Toni Sullivan
(Signature of Authorized Representative)

Name: Toni Sullivan

Title: Director of Finance

Signed pursuant to a delegation of authority
Granted by:

Name: _____

Title: _____

Motorola, Inc.

Public Building Commission of Chicago

By: Paul Spieles
(Signature of Authorized Representative)

Name: Paul Spieles

Title: Chief Operating Officer

Office of Emergency Management and
Communications, City of Chicago

By: José A. Santiago
(Signature of Authorized Representative)

Name: José A. Santiago

Title: Executive Director

PERFORMANCE STANDARDS FOR SPECIFIED SYSTEM ELEMENTS

Vendor shall comply with the following minimum standards and performance criteria for the System elements (including certain Goods and Software) to be provided pursuant to the Agreement and specified herein (also for purposes of this Schedule "**Specified System Elements**"). All Specified System Elements that are Goods must be newly manufactured and shall not be of an age or condition whereby such Goods would, in the applicable industry, be deemed to be obsolete, defective or damaged, and of such quality as required to meet the requirements of the Agreement. All Specified System Elements that are Software are of the most current version and able to be maintained by Vendor (or its third party contractors). The Vendor shall, if requested by the PBC, furnish reasonably satisfactory evidence as to kind and quality, and version (as the case may be) of the Specified System Elements.

1. DEFINITIONS.

1.1 "**Back Bone Network**" shall mean the primary data transmission system carrying information or data packets between the designated monitoring center, as (and if) agreed upon in a Task Order, and the primary device components (the Goods contained in the designated points of presence ("POP")), and among the POP's. The Back Bone Network with respect to the Project means the primary data transmission system carrying information or data packets between the OEMC monitoring center and the POP's, and among the POP's. The Back Bone Network is made up of electronic devices such as routers and fiber strands that carry the information between the designated monitoring center and among the POP's. The Back Bone Network design shall be fault tolerant and link users distributed through multiple interconnected locations, configured with redundant equipment and alternate data routes or paths such that the Back Bone Network will continue to function and user data connectivity will be maintained in the event of a failure of any single link, interface or equipment module.

1.2 "**Camera Systems**" means the cameras and other camera components used in the System to perform surveillance functions and collect video surveillance data.

1.3 "**Edge Network**" shall mean the data transmission system that brings the Back Bone Network connectivity to the Network Edge Kit. The Edge Network is primarily made up of fiber strands that carry information between a POP and Network Edge Kit.

1.4 "**Fiber Network**" shall mean the actual fiber cable comprised of individual fiber optic strands.

1.5 "**Network**" shall mean the Back Bone Network, Edge Network, Fiber Network, LAN and the Wireless Network (if the Wireless Network is approved by the PBC Project Manager).

1.6 "**Network Edge Kit**" or "**NEK**" means the enclosure and electronic components used to connect the camera to the Edge Network.

1.7 "**Local Area Network**" ("**LAN**") shall mean the network which connects the Back Bone Network to local computing systems or equipment.

1.8 "**Management System**" shall mean computing and communications equipment designed to provide the capability to configure, control, measure performance, illustrate operability, manage and maintain Network and System equipment from a central location. The Management System uses Simple Network Management Protocol ("**SNMP**") to communicate management information across an IP network. The Management System has the capability of monitoring for fault conditions in equipment, displaying those results and initiating automated routines that will notify the operator or page/call emergency response personnel based on the severity of the alarm.

1.9 "**Network Management Center**" shall mean the management center of the OEMC.

1.10 "**Storage Area Network**" shall mean the high capacity fiber channel storage or disk drive arrays.

1.11 "**Video System**" means the Camera Systems, servers, Storage Area Network, Network Edge Kit, and Software.

1.12 "**Wireless Network**" shall mean the wireless high speed data connection supporting the access of camera and other data equipment with the Back Bone Network.

2. THE SYSTEM.

2.1 The System is comprised of all of the Networks (which may include the Wireless Network depending on approval by the PBC Project Manager), the Camera Systems, the Video Systems, the operating systems, the Management Systems, the storage and retrieval systems and the backup systems. The Vendor will also provide configuration and design details, and support to allow the PBC, the User Agency or User (as the case may be) to update the network management system.

2.2 The Fiber Network and surveillance technology used in the System will be linked through the Back Bone Network that allows City emergency management personnel to view recorded or real time video, to control the operation on all newly added cameras, and to have control over attached sensors or linked infrastructure that meets System standards.

2.3 Vendor shall connect all of the surveillance equipment to the Back Bone Network, allowing the OEMC emergency management personnel to view both real-time and recorded video from multiple locations. The System will provide the capability to incorporate cameras and technology set forth in new Task Orders. The System will include several key components, or systems, as described further in this Schedule 2.3(b).

3. VIDEO SYSTEM.

The Video System, at a minimum, must integrate new camera locations, data sources, building and street information and provide the following functionality:

3.1 Selection methodology for new camera and data sources.

3.2 Viewing of live and recorded camera images.

3.3 All video from all camera sources shall be concurrently available. If video is sourced from cameras located on other User Agency or User property, such video will be concurrently available to such User Agency or User. The User Agency shall also have a live, real-time view of the camera source.

1. Routine – OEMC has the ability to view and monitor through the User Agency or User camera on a routine basis.

2. Emergency – OEMC has the capability to override the owning User Agency or User, use and assume full control of such User Agency or User camera and video sources on an as needed basis, and record at the designated recording source images produced by such User Agency or User cameras. The owning User Agency or User will be able to continue to monitor and record video from their camera sources during an OEMC override situation but will not have the ability to control any camera functions.

3.4 Vendor's solution will not preclude any User Agency (or other User) from recording video from its own camera sources utilizing its own resources.

3.5 The Video System will record approximately 750 camera sources at 30 frames per second, 1280X720 resolution and a nominal bit rate of 512kbps simultaneously. Capability must be provided to store recorded video for a minimum of thirty (30) days. The Video System must be capable of recording and controlling additional cameras as they are added or integrated into the System.

4. CAMERA SYSTEMS.

Camera Systems installed as part of the System shall meet or exceed the following standards unless specified otherwise in a Task Order:

- 360/92 degree continuous rotation
- Pan, tilt and zoom
- Day/Night operability
- Completely weatherproof housings
- Thermal controlled heaters and fans
- Sunshield domes
- Color capability
- Paintable camera housing and mount
- 1280 horizontal by 720 vertical effective pixels
- Minimum illumination of 0.7 lux in color mode shutter
- 24 VAC
- 4.9 GHz wireless backhaul camera
- Operating temperature range: 32 to 144 degrees Fahrenheit
- Storage temperature range: (-) 4 to (+) 140 degrees Fahrenheit

5. STORAGE AND RETRIEVAL.

Vendor will provide a storage and retrieval system that has a series of functions, including the following:

5.1 Simultaneous recording of data from all cameras under the applicable Task Order.

5.2 Searching for specific data points based upon time, location, event or trigger.

6. NETWORK.

6.1 The Network design must incorporate the ability to control Pan, Tilt and Zoom ("PTZ") on all cameras other than designated fixed camera applications to the extent possible based on control functions on existing cameras. The Network shall allow emergency management officials to have the ability to gather and view live and recorded video intelligence 24 x 7 x 365.

6.2 The Network must have the ability to transport all camera-based video, and control data information in accordance with System Specifications. Vendor's design of the System will allow for reasonable scalability to support additional cameras.

6.3 Vendor shall implement the Network using fault tolerant data Network equipment capable of supporting real time information using encryption from ingress to egress points. Video and control data information from cameras provided by Vendor must be encrypted from encoder or concentrator input across the transport Network to Network port at OEMC or any other backup operations center designated in a Task Order. The Network encryption shall provide, at a minimum, an end-to-end secure data connection using standards based on encryption methodology such as AES, 3DES, IPSEC or SSL protocols.

6.4 The Network is designed to provide and transport full motion video and data to the designated video distribution points. Fiber optic cabling existing as of the Effective Date will be unified to provide connectivity at the Back Bone Network and the camera concentrator locations. The Network design must provide for implementation of new fiber paths for the Fiber Network where no fiber cable currently exists, both backbone fiber and fiber laterals to camera concentrator locations, so as to complete the unified Fiber Network. Unless otherwise specified in a Task Order, in all cases any fiber constructed by Vendor will contain six (6) strands terminated from the NEK to the POP at all NEK locations. The Network will employ wireless solutions, as necessary (and subject to the approval of the PBC) to tie cameras and edge devices into the Back Bone Network. At full implementation, the Back Bone Network will support the deployment of a broad range of surveillance equipment, including license plate recognition detectors, facial recognition detectors, traffic cameras and sensors, intelligent video and CBR sensors that are compatible with System Specifications.

6.5 Vendor shall implement the Network using carrier grade data Network equipment, capable of supporting real time information using encryption from ingress to egress points. Network transport must be able to support stable, low latency data rate for real time information using techniques such as MPLS or others as required by the Network design. The Network must be capable of forwarding packets based on standard routing algorithms such as OSPF or RIP v2.

6.6 Network equipment provided under a Task Order, such as routers, switches, bridges, repeaters and transceivers and other similar devices, and Network equipment interfaces, including fiber optic, copper and wireless interfaces must support current (as of the date of installation) IEEE standards for Ethernet devices, including applicable standards 802.3z and 802.3ae governing Gigabit and 10 Gigabit Ethernet devices and interfaces.

7. WIRELESS NETWORK.

PBC shall have the right to approve the use of wireless technology at a camera location as a connectivity alternative if the ability to link that camera to the Back Bone Network with fiber cable has significant technical or physical barriers and/or the cost of cable installation would be extreme. If PBC approves the use of such wireless technology, Vendor shall provide the Wireless Network. At camera locations where wireless links are to be implemented, wireless connectivity must be based on the 4.9 GHz Public Safety band wireless equipment or on another suitable frequency band as agreed to by the Parties.

8. BACKUP SYSTEMS.

8.1 Vendor will provide to a backup facility designated by the PBC the same processing power and storage capability as the OEMC facility plus a basic viewing wall as described in 8.2.

8.2 The backup center must have a minimum of a 60" 1080p display (measured diagonally) or similar viewing area that can be viewed by all users in addition to the local workstations.

8.3 The use of an intelligent storage system with Fibre Channel, iSCSI or equivalent based links is required to provide a mirrored dataset of the primary facility at the backup facility.

9. NETWORK AND VIDEO SYSTEM MONITORING.

9.1 There must be a primary and redundant Management System as designated in a Task Order.

9.2 The Management System must be graphical in nature with the ability to display the operability of key System components and cameras. The System shall be based upon standards for network management, such as Simple Network Management Protocol.

9.3 Access to the Management System shall be available to maintenance personnel with valid logon and password validation as approved by the PBC in a distributed manner that will allow troubleshooting of problems to occur from any qualified system in the Network. Operator access to the statistics and control information available on the Management System must be defined and controlled through class or individual operator privileges as approved by the PBC.

9.4 Vendor will provide monitoring functions to determine the location of all fiber optic breaks or splice losses in the Fiber Network. Vendor shall alert the OEMC Network Management Center in accordance with the Procedures Manual and the Service Levels set forth in Schedule 3.1(f), and/or the User Agency and/or User as designated in a Task Order.

10. FIBER NETWORK.

10.1 Single-mode fiber optic cable that is part of the System shall meet or exceed the following standards:

- Supports Dense Wave Division Multiplexing
- Supports Coarse Wave Division Multiplexing
- Support Gigabit Ethernet Networking
- Supports 10GigE Ethernet Networking
- Compliant with standards including industry standards IEEE-383, ISO/IEC 11801, ANSI/TIA/EIA-568-B, ANSI/TIA/EIA-455-220, IEC 607931
- All-dielectric construction
- Maximum loss 0.5dB/km at 1310nm

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OPERATIONAL STANDARDS

Vendor will comply with following Operational Standards relating to the Project.

1. Fiber

1.1 Vendor will provide (in accordance with the unit pricing contained in the Fee Schedule) Services to connect, or support connection of as directed by the PBC, all fiber junctions required to complete Fiber Network unification for the System and in connection with unification to fiber that originates from a User Agency or User fiber plant. Vendor must provide the new fiber link required to make those junctions. The new fiber link must be made between the nearest junction point with existing termination panel or splice enclosure of each existing fiber plant.

1.2 No mid-span fiber splicing is permitted, unless otherwise agreed to in writing by the PBC.

1.3 All fiber installed in manholes will be protected with split flexible inner duct from point of entry to point of exit. Fiber will be attached to manhole wall with cable clamps avoiding ladders and climbing hooks and all fiber and cable owned by others.

1.4 Vendor will hand coil and secure to manhole wall with pipe clamps all slack fiber.

1.5 Vendor will identify with a cable tag and unique fiber number assigned to that cable all fiber installed in manholes. The number of feet of slack cable provided in the manhole will be identified on the cable tag. Vendor must provide as slack fiber, a length of fiber that is equal to at least ten percent (10%) of the applicable fiber run

1.6 Solid tracer wire, #12 Ga. or larger, must be installed with all new fiber routes. The tracer wire must be accessible at all manholes and junction points transitioned to facilitate the location of the new fiber cable.

1.7 Fiber installed between the camera location equipment or network equipment enclosure and the concentration point must be protected from weather or physical damage using conduit, inner duct, armored cable or other methods mutually acceptable to Vendor and PBC.

1.8 PBC will respond to requests for support in determining alternative routes for alternative duct plant only after the Administrator has demonstrated that he or she has exhausted all other routing options for that location.

1.9 Without prior written approval of the PBC, existing fiber optic cable cannot be orphaned.

2. Fiber Documentation

Vendor will provide final drawings of fiber installation information within thirty (30) days of completion of any phase related to fiber optic cable installation. "As-built" documentation and marked up drawings must be completed at the time of installation and provided to the PBC Project Manager within a reasonable period of time following completion of installation, not to exceed five (5) business days. The fiber installation drawings must:

- _ Include a legend for all items installed on drawing
- _ Identify AT&T manhole with number
- _ Identify city manhole with Atlas number
- _ Indicate distance between manholes
- _ Identify all slack & splices
- _ Identify all camera locations with camera numbers
- _ Specify on drawing if new conduits are installed
- _ Include a site plan of all fiber cable routing and fiber termination points
- _ Include that overall schematic of the Network.

3. Back-Office Equipment

Vendor will provide Site Construction Work diagrams and obtain approval from the PBC before installing equipment in any floor space assignments, rack assignment, power tap and allocation or cutting, modification of or coring of flooring. Modifications to and changes in approved diagrams must be documented, and Construction Work drawings redlined before installation activity occurs.

4. Interconnect Cabling

The video, power and control cabling that links each camera to the Network equipment enclosure must be hardened using conduit, inner duct, armored cable or other methods mutually acceptable to Vendor and PBC in order to protect the cabling from damage during installation activities, normal pole movement and vibration or normal maintenance activities, or at locations identified by the PBC as locations where there is reasonable potential for vandalism.

5. Network Edge Kit Equipment

5.1 PBC approved enclosures are required to house camera control and network devices at the pole or building installation location. PBC requires that these enclosures provide appropriate protection of equipment from weather and environmental damage and appropriate hardening to prevent physical damage.

5.2 Vendor will test the number designated by the PBC of sample active devices to be placed at pole or other outdoor locations to characterize stability and survivability of such devices across the wide operating temperature ranges and operating (commercial power) voltage ranges represented by the User Agency or User (as the case may be) installation environment.

6. Wireless Equipment

Wireless connectivity solutions proposed for camera locations must be based on the 4.9 GHz Public Safety band wireless equipment or another suitable frequency as agreed to by the Parties. The cabling linking the camera to the wireless transceiver must be hardened using conduit, inner duct, armored cable or other methods mutually acceptable to Vendor and PBC in order to protect the cabling from damage.

7. Power

7.1 Prior to deployment of camera equipment, the PBC will establish a procedure for accessing power for the camera and associated network equipment from traffic controllers. Vendor must comply with such procedures to reduce the risk of placing a traffic controller out of service or jeopardizing reliability of the traffic controller and associated power service.

7.2 Assignments for access to AC circuit panels, circuit breakers, and UPS systems must be documented in a Site Construction Work drawing with nominal and peak load calculations provided for the equipment type installed. Review of power and panel loading must be performed before equipment is placed into service for final turn-over to the PBC.

8. Network

8.1 As of the Effective Date, the Network within the City is based upon open standards such as OSPF and MPLS.

8.2 The high speed Ethernet data interfaces must be brought to the edge of the Network at the pole location or camera concentration point in order to support both current video requirements and future Network and connectivity needs.

9. Network and Video System Management

9.1 The Vendor will also provide configuration and design details, and support to allow the PBC, the User Agency or User (as applicable) to update and expand the network management system to provide monitoring for the System performance within the OVS servers and related Storage Area Network Devices. The following new component systems are monitored:

- _ Network stability and throughput statistics
- _ Application uptime and performance
- _ Hardware operability propagated from other network monitoring services
- _ Storage capacity statistics collected from other network monitoring services

10. Capacity Planning

10.1 Vendor will provide a methodology and approach to calculate the capacity required for key System components and the Storage Area Network, and to integrate new features and functions. Vendor will provide key criteria to drive the addition or upgrade of the Back Bone Network equipment, Edge Network devices, computing platform, application Software or storage system

10.2 Vendor will identify:

- _ Analytical tools such as application performance management services or other hardware and software packages.

- _ Standardized services for capacity planning for all aspects of the Network and systems.
- _ Facility where benchmarking and operability testing can be performed to characterize the performance of hardware and Software systems when new applications are added or changes are proposed. Minimum training required for end-user and support staff.

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SCHEDULE 2.4(b)
Quality Control Standards

Within ninety (90) days from the Commencement Date, Vendor will provide a finalized QAP for the PBC or relevant User Agency to review, comment and approve. The QAP will be used to monitor and determine potential variances from PBC or the applicable User Agency's requirements. The QAP will include the following components:

1. Quality Policy
2. Quality Assurance Team
3. Quality Management
4. Quality Assurance
5. Quality Control Standards

Each of the components will cover the following topics:

1. Organizational structure
2. Documentation required
3. Procedures to be followed
4. Audits and reviews to be conducted
5. Process improvement
6. Quality/Deliverable contributors
7. Problem reporting and resolution
8. Quality Assurance metrics

Vendor will comply with the terms of the QAP including the Quality Control Standards in order to validate that the Services are performed, and that the System is being developed, or the Sister Agency Project is being implemented in accordance with the Specifications, Standards, and Service Levels set forth in the Agreement.

1. Quality Policy.

Vendor will provide quality assurance ("QA") services as part of the Services under the Agreement. In adhering with this policy, Vendor will:

- Document all quality control and quality measurement activities;
- Designate a senior management team to be responsible for QA;
- Foster constructive communication;
- Identify variances from the Specifications and Standards;
- Discuss alternative solutions with the PBC or applicable User Agency;
- Address technical, project, and business compliance; and
- Facilitate the ability for Vendor to meet the Project Timetable.

2. QA Team.

The QA team will consist of Vendor technical, project, and business management team members. The QA team will, among other things, review and audit the Services and System to verify that they comply with the agreed upon Specifications and Standards and that they are meeting the applicable Service Levels.

3. Quality Management.

Vendor will manage, the Services, processes, tools, Vendor Personnel and resources required so that the Services are performed, and that the System is being developed, or the Sister Agency Project is being implemented in accordance with the Specifications, Standards, and Service Levels set forth in the Agreement. Quality management will also include Vendor managing other parts of the QA process such as quality planning, quality control, QA, and improvement.

4. QA.

In order to schedule, track and evaluate overall Project performance (or the overall Sister Agency Project performance), Vendor will perform the following activities relating to QA at the times and dates agreed to by the PBC or relevant Sister Agency:

- a) Walkthroughs b) Testing, and Inspection. c) Performance Reporting
- d) Establish Quality Checkpoints, Meetings, Reviews e) Conduct Required Audits f) Establish Escalation/Communication Management Procedures g) Conduct Required Evaluations h) Process Improvement

a. Walkthroughs.

Vendor will provide formal or informal, structured walkthroughs for orientation, examining ideas, identifying variances from Standards, Specifications and Service Levels, and improving the Services at any stage in the process (provided that no such walkthroughs may have a materially adverse impact upon the ability of the Vendor to perform its Services). Walkthroughs are beneficial for evaluating plans, documentation and other Deliverables and serve to orient Vendor Personnel to new technology products and services. Walkthroughs will be conducted internally and on an as-needed basis as jointly agreed upon between Vendor and the PBC or the relevant User Agency. These will be used to:

- Present plans, documentation, or other Deliverables for review and approval.
- Review material in the preparation stages.
- Critique and report variances in plans, processes, and procedures.

As a result of the walkthroughs, Vendor will identify the variances and resulting action which will be taken. Records of these walkthroughs will be maintained. PBC or the applicable User Agency may either accept the variances "as is" or require the Vendor to perform additional Services. If PBC or the relevant User Agency requires further discussion regarding a variance, Vendor will schedule an additional walkthrough.

b. Testing, Inspection.

Modular Testing: Many System components such as cameras and network edge devices can be tested in a modular or in a bay concept before deployment to the site location. This practice is a preferred method because it may constitute a reduction in impact to City operations.

System Wide Testing: Vendor will perform System wide testing on groups of modular components or subsystems. As an example, Vendor will perform System testing, which will be comprised of sending live images across the network to command and control facilities and controlling camera PTZ functions.

- c. Performance Reporting.** The following Deliverables will assist Vendor with the QA process:

Detailed Implementation Plan Detailed Project Schedule System Acceptance Test Procedures Document Network Maintenance Plan Network Training Plan And Schedule Quality Assurance Plan Detailed Design Document

- d. Establish Quality Checkpoints, Meetings, and Reviews.**

Vendor will initiate meetings and conduct reviews as part of the QA process . An independent/joint evaluation of an activity or process may be requested to assess compliance with the Project plan, or to examine processes or the Services.

Vendor will conduct a technical and business review in order to verify that: (1) the Services conform with the Standards, Specifications and Service Levels; (2) the Services meet the Project Timetable; (3) foreseeable technical risks are identified, assessed, and containment plans are recommended; and (4) the System can be supported by the Maintenance Services.

Vendor will conduct an initial plan review with the PBC or User Agency which provides assessment of the status of the Project in order to verify that it gets off to a sound start, by establishing proper communication, organization, planning, tracking, change control, quality management, and reporting plans so that the Vendor Personnel understands the Agreement, scope of Services, the relevant Task Order and performance baselines.

Vendor will provide an independent ongoing assessment of the status of the Project in order to verify that the Project is being managed in accordance with the Agreement.

Vendor will assess and review the Deliverables and the Milestone Deliverables in order to validate that the Services are performed, and that the System is being developed, or the Sister Agency Project is being implemented in accordance with the Specifications, Standards, and Service Levels set forth in the Agreement.

Vendor will validate that the Network and all applications are implemented in accordance with the requirements of the Agreement.

If during the engagement, Vendor, the PBC or relevant User Agency identifies a gap in progress or performance, the QA team will work with Vendor Personnel in determining the root cause and taking corrective actions as appropriate. These checkpoints are a critical element for QA to be blended into the Project.

- e. Conduct Required Audits.**

The QA team will conduct audits relating to the Services and processes. The purpose of such audits is to identify variances in process performance, to identify noncompliance items that cannot be resolved by the Project Managers, to validate process improvement/corrective action achievements, and to provide relevant reports to relevant management levels.

A Deliverable or Material audit is an independent examination by Vendor of a Deliverable or Material to assess compliance with the corresponding agreed upon Standards, Specifications and Service Levels. Deliverable or Material audits are used to verify that the Deliverable or Material was evaluated before it was delivered to the PBC or applicable User Agency and that variances are identified, documented, and tracked for closure and correction.

The QA team will perform the following activities when conducting an audit.

- 1 Prepare an audit plan
- 2 Define the scope and purpose of the audit within the audit plan.
- 3 Prepare audit procedures and checklists for the audit.
- 4 Examine evidence of implementation and controls.
- 5 Interview personnel to learn the status and functions of the processes and the status of the Services.
- 6 Discuss findings with the technical staff and Project Managers.
- 7 Prepare and submit an audit report to the Project Managers
- 8 Escalate unresolved variances to technical monitor/senior management for resolution if required by the PBC or User Agency.

- **Establish Escalation/Communication Management Procedures.** These procedures are documented in the Procedures Manual.
- **Conduct Evaluations.**

Vendor will develop criteria for evaluations, conduct the evaluations and collect the metrics from the evaluation in order to validate that the Services are performed, and that the System is being developed, or the Sister Agency Project is being implemented in accordance with the Specifications, Standards, and Service Levels set forth in the Agreement.

h. Process Improvement.

Vendor will develop a process improvement program. Process improvement is successful when an effective process emerges or evolves that can be characterized as: practiced, documented, maintained, trained, measured, and improvable.

A corrective action plan must be developed when a variance in the process is detected. Corrective action should prevent the variance from recurring.

Vendor's process improvement program will include:

- 1 Detection of variances
- 2 Identification of responsibility
- 3 Evaluation of importance
- 4 Investigation of possible causes
- 5 Analysis of problem
- 6 Preventive action
- 7 Process controls
- 8 Disposition of nonconforming items
- 9 Permanent changes

The QA team will analyze the results of their findings in relation to the results of documented processes used to provide Services, Goods and Deliverables. This comparison will be used to determine which process may need improvement and to determine the effectiveness of changes to the processes. This comparison will also be used to identify Vendor proven best practices that should be continued or implemented at other sites.

5. Quality Control.

Vendor will provide those operational techniques and activities aimed both at monitoring a process and at addressing, mitigating, escalating, and/or eliminating variances in order to validate that the Services are performed, and that the System is being developed, or the Sister Agency Project is being implemented in accordance with the Specifications, Standards, and Service Levels set forth in the Agreement.

a. Quality control includes:

- 1 **One Architecture to support all requirements** – minimizes cost, reduces risk, speeds implementation; scalable
- 2 **Open Standards** – enables use of existing infrastructure and, as importantly, helps to facilitate the adoption of emerging technologies (e.g., pattern recognition, advanced sensors) in the future;
- 3 **Phased Implementation** – controls cost and risk by piloting and testing, highest priorities addressed first; Project scales as needed; and
- 4 **Security** – documented, demonstrable and auditable security to verify the integrity of the System in accordance with the Specifications and Standards.
- 5 **Monitor and control the Project's technical and business compliance plans**
- 6 **Change/Configuration Control & Management**
- 7 **Perform Trend Analysis**

8. Harvest Feedback & Lessons Learned

b. Quality Control Activities.

Vendor will monitor specific Project results and Service Levels to determine if there are variances from the Specifications and Standards set forth in the Agreement. In order to accomplish this, Vendor will provide the following quality control activities:

- Validate that the Services are performed in compliance with the requirements set forth in the Agreement.
- Establish a job specific QA program.
- Perform the Services in accordance with the requirements set forth in the Agreement.
- Manage and coordinate QA activities, submittals, tests, samples, and results.
- Hold weekly Project briefings with the PBC or applicable User Agency, to discuss quality.
- Maintain up-to-date drawings and documentation with the proper revisions and provide these to the PBC or the User Agency.
- Inspect Hardware and equipment to be installed, and reject the Hardware and equipment if they are found to be non-compliant with their specifications or damaged during transportation.
- Investigate and resolve warranty problems, and indicate the action taken to the PBC or User Agency.
- Perform start-up and testing activities in accordance with Vendor proven best practices and the Agreement.
- Conduct reviews
- Monitor Deliverables
- Track, monitor & report on the Services, Project Timetable and procurement.
- Apply a consulting and design methodology.

SCHEDULE 3.1(f)
Service Level
Agreement

1. OVERVIEW

1.1 Scope of SLA

This Service Level Agreement (“SLA”) sets forth the Service Levels at which Vendor will provide the Maintenance Services pursuant to the Agreement. This SLA also sets forth the principles and parameters applicable to any Service Level Default and the formula for calculation of Service Level Credits and Deliverable Credits. This SLA establishes a framework for Vendor to provide to the PBC for the benefit of the City, the User Agencies and Users (as the case may be), the Maintenance Services at the Service Levels. Vendor acknowledges and agrees that if a User Agency or User enters into an intergovernmental agreement with the PBC pursuant to which the PBC negotiates with Vendor and executes, on behalf of such User Agency or User, a Task Order, this Schedule 3.1(f) may be applicable to the User Project covered by such Task Order. Accordingly, the Service Levels applicable to Maintenance Services delivered under such Task Order shall be subject to the terms of this SLA and set forth on another Attachment to this SLA.

1.2 Definitions

(a) Capitalized terms used in this SLA that are not otherwise defined in this SLA shall have the meanings ascribed to them in the Agreement.

(b) The following defined terms used in this SLA shall have the meanings set forth below:

At-Risk Amount means, with respect to each Task Order, an amount equal to fifteen percent (15%) of the Fees for Maintenance Services delivered under such Task Order for any Measurement Period, excluding any expenses and taxes. The aggregate amount of Service Level Credits that can be earned with respect to any Measurement Period cannot exceed the At-Risk Amount.

Base Time means twenty four (24) hours minus the sum of Scheduled Maintenance Time plus Unscheduled Maintenance Time.

Critical Services means Services that are identified as Critical Services on an Attachment to this SLA. The Critical Services under Task Order 1 are set forth on Table 1 on Attachment 1 to this SLA. Critical Services with respect to other Task Orders will be set forth on another Attachment to this SLA. The failure to meet a Service Level established for a Critical Service shall provide the basis for application of a corresponding Service Level Credit as set forth herein.

Deliverable Default means Vendor’s failure to receive Acceptance of a Critical Milestone by the mutually agreed date specified in the Project Timetable.

Key Service means a Service in which the PBC desires information regarding delivery parameters (service levels related to such delivery parameters, the “KPIs”). The Service Levels established for Key Services shall not be subject to Service Level Credits. The Key Services with respect to Task Order 1 are set forth in Table 2 on Attachment 1 to this SLA. KPI’s with respect to other Task Orders will be set forth in another Attachment to this SLA.

Measurement Period is the period of time set forth on Table 1 with respect to the Critical Services and the Key Services, respectively, during which the actual Service Level for an individual Critical Service or Key Service is measured.

Scheduled Maintenance Time is the period of time that the System is down due to Vendor's provision of routine, proactive Maintenance Services on the System or any part thereof or, with respect to Milestone Deliverables in connection with a User Project. Vendor will provide to the PBC prior written notice no less than ten (10) days prior to the Scheduled Maintenance and Scheduled Maintenance shall only be scheduled provided that the PBC with prior notice to Vendor can direct Vendor to change the scheduled time.

Service Level Credit means the credit due to PBC for Vendor's failure to meet the Service Levels for the Critical Services.

Service Level Default occurs when the Service Level is not met for a Measurement Period.

Service Level Measure means, for any Critical Service or Key Service, the method specified in this SLA for quantitatively calculating Vendor's actual performance of such Critical Service or Key Service. The results of these calculations are used to evaluate Vendor's compliance with Service Levels.

Service Weight means the portion of the At Risk Amount associated with a Critical Service as set forth on an Attachment. The allocation of Service Weights for Task Order 1 are set forth on Table 1 on Attachment 1 to this SLA. The sum of all Service Weights for each Task Order shall not exceed 200%. Service Weight allocations with respect to other Task Orders will be set forth in another Attachment to this SLA.

Unscheduled Maintenance Time is the period of time that the System is down due to services being performed by the PBC or a third party under the control of the PBC. PBC will provide to Vendor prior notice of any Unscheduled Maintenance Time.

Uptime is the measurement of time, express as a percentage of Base Time, that the System or part thereof is available in accordance with the applicable Specifications.

1.3 Reports

No later than fifteen (15) days following the end of each Measurement Period, or as otherwise agreed by the Parties, Vendor shall submit to the User Agency or User (as the case may be) the SLA/SLO Report (as set forth on Schedule 9.3 (Reports)) assessing Vendor's performance during such Measurement Period of the applicable Key Services and Critical Services relative to the applicable Service Levels, using the applicable Service Level Measures. The standard set of such reports shall be approved by the Parties within thirty (30) days after the Commencement Date of the Agreement.

1.4 Quarterly Reports

In addition to the monthly performance reports provided by Vendor to PBC pursuant to Section 1.3 of this Schedule 3.1(f), Vendor shall provide to PBC, within 30 days after the end of each calendar quarter during the Term and the Termination Assistance Period, (if any), a SLA/SLO Report (as set forth in Schedule 9.3 (Reports)) setting forth, at a minimum, the following information:

- (a) the amount of Service Level Credits and Deliverable Credits incurred by Vendor during such calendar quarter in respect of Service Level Defaults and Deliverable Defaults, respectively; and

(b) any KPI defaults.

1.5 Commencement Date for Service Levels

When Vendor begins the delivery of the Maintenance Services, Vendor will deliver the Critical Services at the applicable Critical Service Levels.

2. SERVICE LEVEL ADJUSTMENTS

2.1 Additions and Deletions of Service Levels

Notwithstanding anything to the contrary herein, at any time after the effective date of a Task Order, PBC, the User Agency or the User (as the case may be) may request the addition or deletion of Service Levels with respect to such Task Order.

2.2 Review of Adjustments to Service Levels During the Term

The Project Managers shall meet quarterly to review the Critical Service Levels and agree upon changes to (e.g., improvements in; additions to; deletions of) the Critical Service Levels, which shall be reflected as amendments to the applicable Table, and with respect to the KPIs, as applicable. The Project Managers shall consider in their evaluation of the Service Levels (i) results of any technology review; (ii) results of any Benchmarking; (iii) any change in the PBC's or the City's needs; and (iv) any other information relevant to the Service Levels, and shall adjust the Critical Service Levels by mutual agreement. PBC may, upon notice to Vendor, initiate negotiations to review and adjust a Critical Service Level at that time. For the avoidance of doubt, such changes shall not allow for an increase in the At Risk Amount or the Service Weight.

2.3 Changes to Service Weights

PBC may, in its sole discretion, adjust the Service Weights for one or more Critical Service Levels upon 30 days' notice to Vendor; provided that, following any such adjustment, the sum of the Service Weights shall not exceed two hundred percent (200%).

2.4 Effect on Credits

The deletion or modification of a Critical Service Level in accordance with the procedures set forth in Section 2.2 shall not affect any Service Level Credits incurred with respect to the deleted or modified Critical Service Level prior to the effective date of the deletion or modification.

3. SERVICE LEVEL DEFAULTS

3.1 Method of Calculation

If Vendor fails to meet or exceed a Critical Service Level, Vendor shall issue to PBC a Service Level Credit equal to the product of (1) the Service Weight assigned to such Critical Service Level multiplied by (2) the At Risk Amount. The total of all Service Weights shall be 2.00 (i.e., a 200% percentage pool).

If Vendor fails to receive Acceptance of a Critical Deliverable by the date specified in the Project Timetable, then Vendor shall issue to the PBC a Deliverable Credit as provided in Section 3.1(f)(iii)(2) of the Agreement.

Vendor may, at its option, (i) pay to PBC the applicable Service Level Credit or Deliverable Credit within thirty (30) days of (1) with respect to a Service Level Default, the end of the Measurement Period in which such Service Level Default occurred, or (2) with respect to a Deliverable Default, the date the Deliverable Default is cured or (ii) apply against Fees otherwise payable to Vendor on the PBC's invoice issued immediately subsequent to the Measurement Period in which the Service Level Default or the Deliverable Default occurred, a credit equal to such Service Level Credit or Deliverable Credit.

3.2 Remedies

The provision of Service Level Credits and Deliverable Credits will not constitute the sole and exclusive remedy for a Service Level Default or a Deliverable Default, respectively; PBC shall have all other rights available in law and equity with respect to Service Level Defaults and Deliverable Defaults, respectively.

	CRITICAL SERVICE	SERVICE LEVEL	SERVICE LEVEL MEASURE	MEASUREMENT PERIOD	SERVICE WEIGHT
1	Vendor will contact the User Agency or User (as the case may be), after receipt of a Severity Level 1 Fault within 30 minutes as a goal, but not to exceed 60 minutes.	A person who has knowledge of the System and capabilities to address the Fault and responsibility for mobilization of resources to conduct the repair activity contact OEMC/PBC within 60 minutes 100% of the time in the Measurement Period	Call back time	1 month	5%
2	Vendor will contact the User Agency or User (as the case may be) after receipt of a Severity Level 2 Fault within 30 minutes as a goal, but not to exceed 60 minutes.	A person who has knowledge of the System and capabilities to address the Fault and responsibility for mobilization of resources to conduct the repair activity will contact the OEMC/PBC within 60 minutes 100% of the time in the Measurement Period. .	Call back time	1 month	5%
3	Vendor will contact the User Agency or User (as the case may be) after receipt of a Severity Level 3 Fault within 30 minutes as a goal, but not to exceed 60 minutes.	A person who has knowledge of the System and capabilities to address the Fault and responsibility for mobilization of resources to conduct the repair activity will contact the OEMC/PBC within 60 minutes 100% of the time in the Measurement Period.	Call back time	1 month	5%
4	Vendor will promptly begin a Root Cause Analysis with respect to a Severity Level 1 Fault and continue with such Root Cause Analysis until such Root Cause Analysis is complete.	100% of the time in the Measurement Period.	Completion of Root Cause Analysis and delivery of a report	1 month	10%
5	Vendor will promptly begin a Root Cause Analysis with respect to a Severity Level 2 Fault and continue with such Root Cause Analysis until such Root Cause Analysis is complete.	100% of the time in the Measurement Period.	Completion of Root Cause Analysis	1 month	10%
6.	Vendor will immediately begin a Root Cause Analysis with respect to a Severity Level 3 Fault within 2 days of the log of the Severity Level 3 Fault.	100% of the time in the Measurement Period.	Completion of Root Cause Analysis	1 month	10%
7.	Vendor will arrive on-site at the location of the Severity Level 1 Fault within 4 hours after receipt of the request for on-site service.	100% of the time in the Measurement Period.	Arrival time	1 month	20%
8.	Vendor will arrive on-site at the location of the Severity Level 2 Fault within 8 hours after receipt of the request for on-site service.	100% of the time in the Measurement Period.	Arrival time	1 month	20%

	CRITICAL SERVICE	SERVICE LEVEL	SERVICE LEVEL MEASURE	MEASUREMENT PERIOD	SERVICE WEIGHT
9.	Vendor will arrive on-site at the location of the Severity Level 3 Fault within 24 hours, Monday through Friday, normal duty hours, after receipt of the request for on-site service.	100% of the time in the Measurement Period.	Arrival time	1 month	15%
10.	Vendor shall resolve the Severity Level 1 Fault on a continuous basis until the Severity Level 1 fault is resolved.	100% of the time in the Measurement Period.	Resolving the Severity Level 1 Fault	1 month	15%
11.	Vendor shall resolve the Severity Level 2 Fault on a continuous basis until the Severity Level 2 fault is resolved.	100% of the time in the Measurement Period.	Resolving the Severity Level 2 Fault	1 month	10%
12.	Vendor shall monitor the status of actions toward resolution of a Severity Level 1 Fault and provide updates to the User Agency or User (as the case may be) every hour or as required by the User Agency or User	100% of the time in the Measurement Period.	Providing status updates	1 month	10%
13.	Vendor shall monitor the status of actions toward resolution of a Severity Level 2 Fault and provide updates to the User Agency or User (as the case may be) every 2 hours or as required by the User Agency or User.	100% of the time in the Measurement Period.	Providing status updates	1 month	10%
14.	Vendor shall monitor the status of actions toward resolution of a Severity Level 3 Fault and provide updates to the User Agency or User (as the case may be) on a daily basis or as required by the User Agency or User.	100% of the time in the Measurement Period.	Providing status updates	1 month	10%

Severity Level	Definition	Response Time	Resolution Time
Severity Level 1 – Critical	<p>A nonperformance, problem, error, degradation or defect (a "Fault") or a series of Faults which causes a full System failure or a Fault in a Camera System or series of Camera Systems designated as critical by the PBC, User Agency or User (as the case may be).</p> <p>Without incurring any additional charge, the PBC may designate, during a calendar month, 4 Level 3 incidents with respect to the Camera Systems, as a Severity Level One Fault, which would not otherwise be considered a Severity Level</p>	<p>Severity level 1 issues are addressed on a 24x7 basis. Vendor will promptly log the issue after receipt of a call from the User Agency or User (as the case may be) or after Vendor becomes aware of the Fault, and contact the User Agency or User within 30 minutes as a goal, but not to exceed 60 minutes, by having a person contact the User Agency or User who has knowledge of the System and capabilities to address the Fault and responsibility for mobilization of resources to conduct the repair activity.</p> <p>Vendor will promptly begin a Root Cause Analysis with respect to the Fault and continue with such Root Cause Analysis until such Root Cause Analysis is complete</p> <p>Vendor will arrive on-site at the location of the Fault within 4 hours after receipt of the request for</p>	<p>Vendor shall give Severity Level 1 Faults priority over all other requests. Vendor shall resolve the Severity Level 1 Fault on a continuous basis until the Severity Level 1 Fault is fully resolved.</p> <p>Vendor shall monitor the status of actions toward resolution and provide updates to the User Agency or User (as the case may be) every hour as practicable or as required by the User Agency or User.</p>

	One Fault.	on-site service.	
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Severity Level	Definition	Response Time	Resolution Time
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Severity Level 2 -
Medium - High

A Fault, or series of Faults, which prevent normal use of a material function of the System or a Fault in a Camera System or series of Camera Systems designated as critical by the PBC, User Agency or User (as the case may be).

Severity level 2 issues are addressed on a 8x5 standard business day basis. Vendor will promptly log the issue after receipt of a call from the User Agency or User (as the case may be) or after Vendor becomes aware of the Fault, and contact the User Agency or User within 30 minutes as a goal, but not to exceed 60 minutes, by having a person contact the User Agency or User who has knowledge of the System and capabilities to address the Fault and responsibility for mobilization of resources to conduct the repair activity.

Vendor will promptly begin a Root Cause Analysis with respect to the Fault and continue with such Root Cause Analysis until such Root Cause Analysis is complete. Vendor will arrive on-site at the location of the Fault within 8 hours after receipt of the request for on-site service.

Severity Level 2 Faults are not given priority over Severity Level 1 Faults, but will be given priority over Severity Level 3 Faults. Vendor shall resolve the Severity Level 2 Fault on a continuous basis until the Severity Level 2 Fault is fully resolved. Vendor shall monitor the status of actions toward resolution and provide updates to the User Agency or User (as the case may be) every 2 hours as practicable or as required by the User Agency or User.

Severity Level	Definition	Response Time	Resolution Time
Severity Level 3 – Low	A Fault, or series of Faults, which cause a limitation in a function performed by the System or an application of the System or a failure of a camera location, or a network component that is identified by the PBC, User Agency or User (as the case may be) as not critical to the System.	Severity level 3 issues are addressed on a 8x5 standard business day basis. Vendor will immediately log the issue immediately after receipt of a call from the User Agency or User (as the case may be) or after Vendor becomes aware of the Fault and contact the User Agency or User within 30 minutes as a goal, but not to exceed 60 minutes, by having a person contact the User Agency or User who has knowledge of the System and capabilities to address the Fault and responsibility for mobilization of resources to conduct the repair activity.. Vendor will complete a Root Cause Analysis with respect to the Fault within 2 days of the log of the Fault. Vendor will arrive on-site at the location of the Fault within 24 hours of the receipt of the request for on-site service. Vendor maintenance may be deferred if directed by the User Agency or User (as the case may be) in writing.	Severity Level 3 Faults are not given priority over other requests. Vendor shall monitor the status of actions toward resolution and provide updates to the User Agency or User (as the case may be) every 4 hours as practicable or as required by the User Agency or User. Vendor and the User Agency or User will mutually agree to a specific resolution time frame for each Severity Level 3 Fault.

Schedule 5.2
Common Elements of Acceptance Criteria and
Acceptance Testing

SCHEDULE 5.2 Common Elements of Acceptance Criteria and Acceptance Testing

Acceptance Criteria

Prior to being placed into production, each Deliverable will be subject to an acceptance process to verify that it satisfies the applicable Acceptance Criteria. The Acceptance Criteria for each Deliverable will include the following elements:

- Vendor shall prepare for each Deliverable the Acceptance Criteria for such Deliverable. Acceptance Criteria shall be subject to the PBC's approval. The Acceptance Criteria shall be objective and measurable.
- Vendor and PBC acknowledge that it is in their mutual best interest to develop Acceptance Criteria for a Deliverable, as early in the development process relating to such Deliverable as is practicable.
- The Acceptance Criteria for each Deliverable shall include the Standards applicable to such Deliverable.
- The Acceptance Criteria for each Deliverable shall include criteria governing the scope, form and difficulty level of the Documentation related to each such Deliverable.
- Vendor shall identify (and notify the PBC of) the appropriate Vendor Personnel who shall have responsibility for establishing the Acceptance Criteria for each Deliverable and obtaining sign-off from PBC.

Acceptance Process

- Vendor shall deliver to the PBC Project Manager, within the time frame established in the Project Plan, each Deliverable accompanied by a written certificate from Vendor that such Deliverable has met its Acceptance Criteria (the "**Completion Certificate**"). The Parties shall perform Acceptance Testing and the PBC shall have a reasonable period of time not to exceed ten (10) days or the period of time mutually agreed upon by the Parties to Accept or reject such Deliverable ("**Acceptance Period**"). Vendor will confirm receipt by PBC within five (5) days of submission. If Vendor still receives no response, the Deliverable will be deemed accepted.
- During the Acceptance Period, Acceptance Testing will be conducted in a manner designed to identify all instances in which the Deliverable does not conform to the applicable Acceptance Criteria.
- Acceptance of any Deliverable shall not constitute acceptance of any subsequent Deliverable and each Deliverable shall be subject to independent acceptance by the PBC, in accordance with the applicable Acceptance Criteria, without regard to any prior Deliverable Acceptances.
- Notwithstanding anything in this Agreement to the contrary, the Acceptance of any or all Deliverables shall in no way prejudice the ability of the PBC to reject the Services or the Milestone Deliverables in the applicable Notice To Proceed upon Vendor's submission of such Services and Milestone Deliverables for Acceptance if such Services or Milestone Deliverables fail to conform to the applicable Acceptance Criteria.
- If the PBC determines during the Acceptance Period that a Deliverable conforms to the applicable Acceptance Criteria, then the PBC shall submit a certificate of substantial completion stating the same ("**Acceptance Certificate**").

- If, after Acceptance Testing, the PBC determines that any submitted Deliverable does not conform to the applicable Acceptance Criteria, the PBC shall provide Vendor with notice specifying the identified failures and deficiencies that cause such Deliverable not to conform with the applicable Acceptance Criteria (“**Nonconformities**”/punch list). Vendor shall cure as promptly as possible any such Nonconformities (but in any event within the Deliverable Cure Period).
- “**Deliverable Cure Period**” shall mean with respect to any Deliverable, a period of time commencing on the date that Vendor receives the notice of Nonconformities regarding such Deliverable and ending in a reasonable number of days not to exceed ten (10) days after such date, unless otherwise agreed by the PBC with respect to such Deliverable.
- After completing any such cure, Vendor shall resubmit the Deliverable, with a Completion Certificate, for Acceptance Testing. If the PBC determines in good faith that the resubmitted Deliverable does not conform to the applicable Acceptance Criteria, the PBC may continue to request that Vendor cure the Nonconformities and/or the PBC may exercise its rights pursuant to this Schedule 5.2 and the Agreement.

Acceptance Testing

- As soon as practicable, but in no event later than required under Schedule 9.3 (Reports), Vendor will complete and deliver a test plan for approval by PBC, which sets forth, with respect to each Deliverable, the tests and test procedures to verify that such Deliverable conforms to the applicable Acceptance Criteria (“**Acceptance Test Plan**”).
- The PBC shall review the Acceptance Test Plan and will notify Vendor whether or not it accepts or rejects the Test Plan. If PBC rejects the Acceptance Test Plan, it will provide Vendor with detailed information as to why the Acceptance Test Plan is rejected. Vendor shall have an additional five (5) days to revise the Acceptance Test Plan based on the information received from the PBC. The process set forth in this paragraph shall repeat until PBC has accepted the Acceptance Test Plan.
- The Test Plan shall include system, function, integration, regression and user Acceptance testing, as applicable.
- Vendor will demonstrate to the PBC that a Deliverable conforms with the applicable Acceptance Criteria using the test procedures agreed upon by the Parties with respect to such Deliverable (“**Acceptance Testing**”). The PBC may, at its expense, conduct any additional review and/or testing of a Deliverable that the PBC desires in order to verify that the Deliverable conforms with the applicable Acceptance Criteria.
- The PBC shall have the right to test the Services and Deliverables prior to Acceptance, respectively (“**System Acceptance**”).
- Vendor and PBC shall, whenever practicable, test and issue acceptance for the material components of a Deliverable as such components are completed, with the objective of identifying and addressing any Acceptance issues early and assisting in the timely completion of all Deliverables in order to achieve Acceptance or Final Acceptance.

Remedies

If after three (3) attempts, a Deliverable fails to conform to the applicable Acceptance Criteria, the PBC shall give notice to Vendor that it is submitting the applicable issues to the escalation process. If the

Parties are not able to resolve such issues pursuant to the escalation Process, the PBC may withhold payment of the fees related to such Deliverable.

Miscellaneous

As part of the Project, Vendor shall work with any PBC third-party vendors to perform applicable standard diagnostic tests for all equipment and software relating to a Deliverable.

Exhibit 5

Insurance Requirements OEMC Camera Integration Contract Number 1836

The Respondent must provide and maintain at Respondent's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Respondent returns to perform additional work regarding warranties or for any other purpose, or as otherwise designated below.

In the event that work is to be performed for the Chicago Transit Authority, separate insurance requirements will be included in the Task Order. In the absence of such requirements, the below shall apply.

INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a Waiver of Kotecki endorsement specifically insuring the Respondent's obligations pursuant to waiver of its Kotecki rights. Long Shore and Harbor Workers coverage must be included if applicable.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence, insuring claims for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations (maintained for a minimum of two (2) years following project completion), explosion, collapse, underground hazards, separation of insured, and contractual liability, with no limitation endorsement. The Public Building Commission, the City of Chicago, and the property owner designated in the scope of work must be named as Additional Insured for liability arising directly or indirectly from the work.

Subcontractor performing work for Respondent must maintain limits of not less than \$2,000,000 per occurrence with the same terms herein.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Respondent must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the System User and the City of Chicago must be named as Additional Insured for liability arising directly or indirectly from the work.

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

4) **Contractors Pollution Liability (Primary, Umbrella or Self Insured)**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy or self insurance program will be maintained for a period of three years after final completion and include completed operations coverage. The policy or self insurance program will include the Public Building Commission, the System User and the City of Chicago, and others as may be required by Public Building Commission, as Additional Insured on a primary and non-contributory basis for on going and completed operations.

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

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability insurance or self insurance program covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies or programs are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. Coverage must be maintained for two years after Substantial Completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

6) Technology Errors & Omissions

Technology Errors and Omissions insurance coverage or self insurance program in the amount of not less than \$5,000,000 covering contractor and its employees issued by a responsible insurance company reasonably acceptable to Public Building Commission. If insurance or self insurance is on a claims-made basis, coverage must be in place for a minimum of three (3) years beyond the termination of this contract.

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

7) Builders Risk/Installation Floater

Prior to the commencement of any project of construction, including improvements, betterments, and/or repairs, the Respondent must provide All Risk Builders Risk Insurance or installation floater at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water damage including overflow, leakage, sewer backup, or seepage, debris removal, scaffolding, false work, fences, temporary structures, damage from faulty workmanship or materials, and coverage for

equipment stored off site or in transit. The Public Building Commission, the System User and the City of Chicago must be designated as loss payees.

The Respondent is responsible for all loss or damage to Public Building Commission of Chicago, City of Chicago and the property owner designated in the scope of work property at full replacement cost. The Respondent is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, and supplies owned, rented, or used by Respondent.

Work completed for the Chicago Transit Authority will require participation in their Builders Risk program.

7) **Railroad Protective Liability**

or sidetrack coverage included under Contractor's General Liability Policy.

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

B. ADDITIONAL REQUIREMENTS

Respondent must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force prior to the start of any work under this contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Respondent must submit evidence of insurance to the Public Building Commission within 10-15 business days after Contract execution and/or prior to the start of work. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Respondent is not a waiver by the Commission of any requirements for the Respondent to obtain and maintain the specified insurance. The Respondent will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

~~The Commission reserves the right to obtain copies of insurance policies and records from the Respondent and/or its subcontractors on any policies in which the Commission and/or the System User is a Named Insured, Additional Insured or Loss Payee.~~

Any deductibles or self-insured retentions on referenced insurance must be borne by Respondent.

The Respondent waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission, the System User and the City of Chicago and their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by Respondent in no way limit the Respondent's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission, the System User, or the City of Chicago designated in the scope of work will not contribute with insurance provided by the Respondent under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

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

The Respondent must require all subcontractors to provide the insurance required herein, All subcontractors are subject to the same insurance requirements of Respondent unless otherwise specified in this Contract.

If Respondent or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements upon a change order.