

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with MOTOROLA for the product and/or services described herein.
 (Name of Person or Firm)

This is a request for ____ (One-Time Contractor Requisition # _____, copy attached) or X Term Agreement or
 ____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the
 _____ (Attach List) Pre-Assigned Specification No. _____
 (Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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

Contract #: _____ Company or Agency Name: _____
 Specification #: _____ Contract or Program Description: _____
 Mod. #: _____ (Attach List, if multiple)

MICHAEL P PALUMBO 5-5794 Michael Palumbo Police 9/27/07
 Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input checked="" type="checkbox"/> PROCUREMENT HISTORY	See Attached
<input checked="" type="checkbox"/> ESTIMATED COST	S. S. R. B. DATE <u>10/9/07</u> APPROVED <u>JWY</u>
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS	CONDITIONALLY APPROVED _____
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY	RETURN TO DEPT _____ DISAPPROVED _____
<input checked="" type="checkbox"/> OTHER	See Attached

APPROVED BY: [Signature] DEPARTMENT HEAD OR DESIGNEE DATE _____
[Signature] BOARD CHAIRPERSON DATE 10/9/07



Richard M. Daley
Mayor

Department of Police • City of Chicago
3510 S. Michigan Avenue • Chicago, Illinois 60653

Dana V. Starks
Interim Superintendent of Police

September 28, 2007

Barbara A. Lumpkin
Chief Procurement Officer
Department of Procurement Services
City Hall Room 403

ATTN: CHRISTINE SMITH

SUBJECT: SOLE SOURCE AGENDA; OCTOBER 4, 2007
MOTOROLA LIVE SCAN MAINTENANCE

It is respectfully requested that the above subject be slated for the October 4, 2007 Sole Source Review Board agenda. Attached, please find;

- 1) One Justification for Non-Competitive Procurement.
- 2) One DPS Project Checklist.
- 3) One Scope of Work.
- 4) One Detailed Specification.
- 5) One manufacturer's Sole Source letter and quote.
- 6) One fully executed MBE/WBE C-1 and D-1.

Your attention to this matter is greatly appreciated..

Sincerely,

Michael P. Palumbo
Contract Administrator

07 SEP 28 PM 12:23

PROCUREMENT HISTORY (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

- 1. Describe the requirement and how it evolved from initial planning to its status.**
The Chicago Police Department is seeking to engage in a new contract with Motorola relative to a Maintenance Agreement of the Livescan Fingerprint/Palmprint System. The current warranty expires November 30, 2007. This maintenance agreement will be for three years along with two – one year extensions.

The Chicago Police Department released Request for Proposal No. 47725 on 25 May 2006. An evaluation committee was formed to rate and choose the best qualified vendor based on certain criteria. Motorola was chosen as the Livescan vendor. A contract to purchase was written and approved. The City of Chicago generated a purchase order and all needed equipment was ordered from Motorola. The warranty for all of the livescan's hardware and software as well as the regular maintenance and technical support was for one year.
- 2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.**
This request is a continuation of a previous procurement from Motorola. The procurement history is noted in answer 1 above.
- 3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)**
The initial procurement of the Livescan equipment was procured via the RFP process. Motorola's Livescan System is proprietary in nature and involves proprietary software. No other Livescan vendor has ever maintained Motorola's Livescan Equipment.
- 4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).**
Not applicable.
- 5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?**
Future requests will be dependent on the life cycle of the Chicago Police Department Livescan System.
- 6. Explain whether or not future competitive bidding is possible. If not, why not?**
Unless CPD completely changes its livescan system, which is not likely, future bidding is not possible.

ESTIMATED COST

1. **What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?**
The estimated cost for the Maintenance Agreement is \$321,945.00. The funding source is the Police Department's Corporate Budget.
2. **What is the estimated cost by fiscal year, if the job project or program covers multiple years?**
The following represents the estimated costs for each year:
2007 - \$107,315.00
2008 - \$107,315.00
2009 - \$107,315.00
3. **Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e. Budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc).**
The basis for estimating the cost is derived from a cost proposal from the vendor.
4. **Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.**
The Chicago Police Department has substantial dollar investment in the system design as well as customized interfaces that would need to be duplicated at CPD's expense if another Livescan vendor were considered. Considering another vendor would require CPD to purchase all new Livescan equipment while the current Motorola equipment is currently less than a year old.
5. **Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.**
Based on the quotes received by sole source vendor Motorola, the provided cost was deemed acceptable by Chicago Police Department.

SCHEDULE REQUIREMENTS

1. **Explain how the schedule was developed and at what point the specific dates were known.**
The schedule is based on the life cycle of the initial one year warranty and the previously negotiated contract dates.
2. **Is lack of drawings and /or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.**

Not applicable

- 3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.**

Due to the fact that the current warranty will expire November 30, 2007, it is critical that the system be maintained to ensure it functions properly. Chicago Police Department relies entirely on the Livescan equipment to facilitate the booking and fingerprinting of persons taken into custody. Failure to properly maintain this equipment would negatively impact CPD's ability to process persons in custody and create a legal liability for the Department.

- 4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.**

Competitive bidding is not possible since there is no other vendor that exists who is capable of maintaining Motorola's Livescan System.

EXCLUSIVE OR UNIQUE CAPABILITY

- 1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.**

Not applicable

- 2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?**

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

7. **Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such**
See Procurement History Question 3 & 6

8. **If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.**
CPD is seeking a maintenance agreement for equipment that is proprietary in nature which precludes any other vendor from providing the required system maintenance and technical support.

MBE/WBE COMPLIANCE PLAN

1. **All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, Which is available on the Procurement Service page on the City's intranet site.**
MBE/WBE negotiation is on going

OTHER

1. Explain other related considerations and attach all applicable supporting documents (an approved Information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.)

DPS PROJECT CHECKLIST

For DPS Use Only
 Date Received _____
 Date Returned _____
 Date Accepted _____
 CA/CN's Name _____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: 9/28/07
 REQ No.: TBB (WAITING FOR COMMODITY CDO)
 Specification No.: (if known):
 PO No.: (if known):
 Modification No.: (if known):
 Project Description: MOTOROLA LIVE SCAN MAINTENANCE

Contact Person: PALUMBO
 Tel: 5-5794 Fax: 5-6841 E-mail: @cityofchicago.org
 Project Manager:
 Tel: _____ Fax: _____ E-mail: @cityofchicago.org
 Previous PO No.: (if known):

FUNDING:

City: Corporate Bond Enterprise Grant* Other
 State: IDOT/Transit IDOT/Highway Grant* Other
 Federal: FHWA FTA FAA Grant* Other

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	<u>07</u>	<u>100</u>	<u>57</u>	<u>404703</u>	<u>0162</u>	<u>0162</u>				<u>321,945.00</u>
										<u>321,945.00</u>

Estimated Value \$ DUR

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

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

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

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

Blanket Agreement
 Standard Agreement
 Small Orders

MOD/AMENDMENT

Time Extension
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Other (specify):

FORMS: Requisition Special Approvals Non-Competitive Review Board (NCRB)

CONTRACT TERM: Requested Term (number of months): 60 MONTH

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

Detailed Specifications And Time Limits for Performance

Scope

Contractor must provide hardware and software maintenance and necessary system upgrades relating to equipment that is utilized for the digital capture of fingerprints and palmprints that are of clear, classifiable, and forensic quality. This technology is the primary conduit for the electronic submission of digital fingerprint and palmprint images in NIST format into the Chicago Police Department's AFIS system for processing to establish fingerprint identification of arrested persons, criminal justice applicants, and fee applicants.

Contractor must provide qualified technicians to perform hardware malfunction/repair services and application maintenance within the specified response times stated below. Contractor must also perform preventive maintenance services. Monthly preventive maintenance services must be performed on the livescan Central Server Cluster, the five Print Servers, Thirty-three District Livescans and the eight portable livescans utilized in the CPD Access and Review, Sex Offender Registration and Field Services Section.

Contractor must perform upgrades to the latest, proven, and thoroughly tested software and hardware, including upgrades to the latest networking protocols. Hardware upgrades may include, but are not limited to, CPU memory, disk drive controllers and disk drives, while software upgrades may include, but are not limited to, the latest software revisions, patches, and load testing to thoroughly test the application software specifically encompassing the Chicago Police Department's Livescan needs. Each upgrade is a billable function, which must be specified in a detailed upgrade specification sheet, proposal or statement of work that outlines any hardware and/or software changes. Contractor must perform all upgrades requested by Chicago Police Department on an as needed basis.

Upon receiving a call from the CPD help desk or CPD Field Services Section personnel, Contractor will determine the nature and extent of the problem, resolve remotely, or dispatch a technician to perform hardware repairs if able to do so and obtain or order any needed parts. Attached is a detailed breakdown of the equipment requiring system support and monthly maintenance.

Inventory

Contractor must maintain an on site inventory of sufficient diversity and quantity as to ensure delivery of any part which is required for CPD equipment upkeep. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery that all response times and maintenance conditions are adhered to. The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

Unit Price Adjustment

All prices will be firm for the initial contract period. The City will allow, upon formal request, an increase for annual preventive maintenance services. At no time will the requested increase be more than 3%. In order for the new price to become effective, a properly executed contract Amendment/Modification must be signed by the Contractor and the City to reflect the price change. Original prices shall be in effect until the modification has been fully executed and released to the Contractor, unless the Amendment/Modification specifies an effective date for the agreed upon price change. Any materials or services provided by the Contractor at the new price, without a properly executed contract modification signed by the Chief Procurement Officer, is made at the Contractor's own risk and the Contractor releases the City from any liability whatsoever to pay for materials or services rendered at the new price.

Warranty

The Contractor hereby warrants for a period of one (1) year from the date of final acceptance by the City, all new equipment, products and repairs, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period shall commence on the first day the unit is placed in service by the City. If a longer warranty can be furnished at no additional cost to the City, the longer period shall prevail.

Quality of Repair

All repair services performed under this contract shall be performed by competent personnel, thoroughly trained and certified by the manufacturer and/or appropriate nationally recognized institution or organization. Repair services shall be performed in a workmanlike manner; using industry accepted practices and established manufacturer procedures. Repair services include any and all problems that arise and need to be solved in an eight hour time period. Contractor shall perform necessary services to return equipment to a fully operational status. All unsatisfactory repairs shall be corrected at no expense to the City. With respect to maintenance services, Contractor hereby warrants that the fingerprinting and palmprinting equipment and software will be maintained in proper working order pursuant to this Scope of Services throughout the term of the Agreement. THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES EXPRESS OR IMPLIED, AND MOTOROLA HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Services & Response Times

Contractor will make the following services available to the City:

- Twenty four (24) hours per day, seven (7) days a week system support
 - ▶ Response time limits for system support
 - One (1) hour by telephone
 - Four (4) hours on-site
- Monthly scheduled maintenance
- Maintain a reasonable spare parts inventory of components on-site at Chicago Police Department Headquarters

The system support and maintenance will include, but is not limited to the following:

<u>Qty</u>	<u>Description</u>	<u>Model #</u>
• 33	Motorola Livescans and Software	LSS-R 0204-00276
• 8	Motorola Portable Livescans and Software	LSS-P T60M283
• 1	Dell Central Server Cluster	2950
• 5	Dell Print Servers	745
• 5	Lexmark Printers	T640

System support includes all technical support performed in a timely manner to have the equipment operational within an four (4) hour period. Maintenance includes all preventative work performed to prohibit equipment failure between “mean time between failure rates” of said equipment.

Chicago Police Department Back-Up Contingency (Emergency Booking Procedures)

In the event of a Chicago Police Department Network or CLEAR interruption lasting more than eight (8) hours, Contractor, upon request from the CPD will reconfigure the 33 District Lock-Up Livescans and the 8 Portable Livescans to allow for the entry of demographic information directly into each Livescan.

- ▶ Response time limits to complete reconfiguration
Four (4) hours.

Security System

Contractor will developed and, at all times during the term of this Agreement maintain in operation on the Livescan Central Server a security password access control system whose key elements and passwords will be controlled by and changed at the direction of the City. This control system will include both an administrator username and password and a username and password of the individual seeking access to the services.

Unauthorized Access

Contractor will use its best effort to prevent unauthorized access to the information the City places in its services.



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DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 003242-000
 CUSTOMER: Chicago Police Department

The following table lists the Products under maintenance coverage:

Sales Contract #1489

Product	Description	Node Name	Location
LSS-P	LiveScan™ Portable Laptop	CPDLSSMOB-1	Chicago PD
LSS-P	LiveScan™ Portable Laptop	CPDLSSMOB-2	Chicago PD
LSS-P	LiveScan™ Portable Laptop	CPDLSSMOB-3	Chicago PD
LSS-P	LiveScan™ Portable Laptop	CPDLSSMOB-4	Chicago PD
LSS-P	LiveScan™ Portable Laptop	CPDLSSMOB-5	Chicago PD
LSS-P	LiveScan™ Portable Laptop	CPDLSSMOB-6	Chicago PD
LSS-P	LiveScan™ Portable Laptop	CPDLSSMOB-7	Chicago PD
LSS-P	LiveScan™ Portable Laptop	CPDLSSMOB-8	Chicago PD
LSS-R	LiveScan™ Ruggedized Station	CPDLSS025-1	Chicago PD - 25 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS025-2	Chicago PD - 25 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS025-3	Chicago PD - 25 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS006-1	Chicago PD - 6 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS001-1	Chicago PD - 1 st District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS001-2	Chicago PD - 1 st District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS002-1	Chicago PD - 2 nd District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS002-2	Chicago PD - 2 nd District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS002-3	Chicago PD - 2 nd District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS003-1	Chicago PD - 3 rd District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS004-1	Chicago PD - 4 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS005-1	Chicago PD - 5 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS005-2	Chicago PD - 5 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS005-3	Chicago PD - 5 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS007-1	Chicago PD - 7 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS008-1	Chicago PD - 8 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS010-1	Chicago PD - 10 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS011-1	Chicago PD - 11 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS011-2	Chicago PD - 11 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS011-3	Chicago PD - 11 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS014-1	Chicago PD - 14 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS015-1	Chicago PD - 15 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS016-1	Chicago PD - 16 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS017-1	Chicago PD - 17 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS018-1	Chicago PD - 18 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS019-1	Chicago PD - 19 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS019-2	Chicago PD - 19 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS019-3	Chicago PD - 19 th District



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LSS-R	LiveScan™ Ruggedized Station	CPDLSS024-1	Chicago PD – 24 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS384-1	Chicago PD JISC Center
LSS-R	LiveScan™ Ruggedized Station	CPDLSS020-1	Chicago PD – 20 th District
LSS-R	LiveScan™ Ruggedized Station	CPDLSS022-1	Chicago PD – 22 nd District
Central Server	Domain Controller	CPDLVS1	Chicago PD - Headquarters
	Domain Controller	CPDLVS2	Chicago PD - Headquarters
	Domain Controller	CPDRaid	Chicago PD - Headquarters
	Domain Controller	CPDPalmStorage	Chicago PD - Headquarters
Printers	Lexmark T640 grayscale laser printer, Duplexer, (3) Card Trays		QTY: 5

Maintenance Invoice Schedule

Annual Term	Maintenance Term Dates	Maintenance Value
Year 1	Term: 12/01/07 – 11/30/08	\$107,315
Year 2	Term: 12/01/08 – 11/30/09	\$107,315
Year 3	Term: 12/01/09 – 11/30/10	\$107,315



MOTOROLA

1250 North Tustin Avenue
Anaheim, California 92807
Telephone (888) 493-3590
Direct Fax (714) 237-0050

September 13, 2007

City of Chicago Police Department

Attn: Mr. Joe Perfetti
3510 S. Michigan Ave.
Chicago, IL 60653

RE: Sole Source

Dear Mr. Perfetti,

Printrak, A Motorola Company is the leader in Automated Fingerprint Identification Systems Worldwide. Our equipment is manufactured and integrated at our headquarters located at 1250 North Tustin Avenue Anaheim, CA 92807. The systems we manufacture are a combination of commercial off-the-shelf products and proprietary hardware and software components, which combine to make up the AFIS systems including Livescans we sell and deliver to law enforcement agencies. Such is the case with the system located at the **City of Chicago Police Department**.

By nature of the proprietary hardware and software components and the overall system design, there are currently no other companies authorized to perform maintenance services on our systems. Therefore, our support contracts must be considered a sole source item of procurement for the **City of Chicago** and any other agency that requires support services to be performed on their Printrak AFIS/ Livescan products.

Thank you for your continued support of Printrak. We look forward to a long partnership with you.

Sincerely,

A handwritten signature in black ink that reads "Delisa Olisemeka".

Delisa Olisemeka
Contracts Administration Representative
Motorola, Inc.

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Contract Name: LiveScan Maintenance

Contract No.: _____

State of Illinois _____)

County (City) of Cook _____)

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

LeiAnn Rideau, Supplier Diversity Outreach Manager, Motorola, Inc.

(Name of Bidder/Proposer)

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

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

I. Direct Participation of MBE/WBE Firms

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

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

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

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____

Schedule C-1 attached? Yes ___ No ___ * (see page 2)

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____

Schedule C-1 attached? Yes ___ No ___ *

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

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

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

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

6. Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

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

A. Name of MBE/WBE: B & B Maintenance
Address: 537 Capital Drive , Lake Zurich, IL 60047
Contact Person: Phone: Silverio Osorio
Dollar Amount Participation \$ 54,409
Percent Amount of Participation: 16.9%
Schedule C-1 attached? Yes No * (see page 2)

B. Name of MBE/WBE: Global Capital LTD
Address: 888 East Belvidere Road, Suite 309, Grayslake, IL. 60030
Contact Person: Terri McNally Phone: 847-223-7820
Dollar Amount Participation \$ 14,488
Percent Amount of Participation: 4.5%
Schedule C-1 attached? Yes No * (see page 2)

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

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

E. Attach additional sheets as needed.

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

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

III. Summary of MBE/WBE Proposal:

A. MBE Proposal:

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

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

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

<u>MBE Firm Name</u>	<u>Dollar Amount of Participation</u>	<u>Percent Amount of Participation</u>
B & B Maintenance	\$54,409	16.9%
_____	\$ _____	_____%
_____	\$ _____	_____%
_____	\$ _____	_____%
Total Indirect MBE Participation:	\$ 54,409	16.9%

B. WBE Proposal:

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

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

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

<u>WBE Firm Name</u>	<u>Dollar Amount of Participation</u>	<u>Percent Amount of Participation</u>
Global Capital LTD	\$ 14,488	4.5%
_____	\$ _____	_____%
_____	\$ _____	_____%
_____	\$ _____	_____%
Total Indirect WBE Participation:	\$ 14,488	4.5%

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


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

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

Name: LeiAnn Rideau, Diversity Supplier Outreach

Phone Number: 480-732-2263

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


9/13/07
Signature of Affiant (Date)

State of Arizona

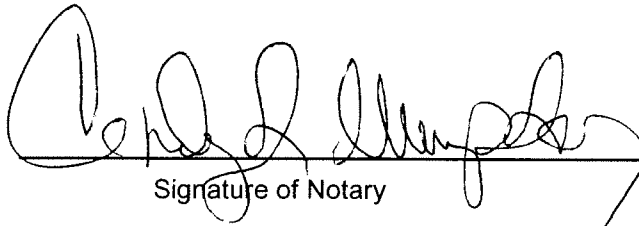
Maricopa, City of Chandler

County of _____

This instrument was acknowledged before me on September 13, 2007
by LeiAnn Rideau (name/s of person/s)
as Diversity Supplier Outreach Manager (type of authority. e. g., officer, trustee, etc.)
of Motorola, Inc. (name of party on behalf of whom instrument
was executed).



(Seal)


Signature of Notary

(Rev. 8/92)

SCHEDULE C-1

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

Name of Project/Contract: Chicago LiveScan Maintenance

Contract Number:

From: B & B Maintenance

MBE: Yes ; No —

WBE: Yes ; No

To: Motorola Parts & Services and the City of Chicago:

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

Sole Proprietor Corporation
 Partnership Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ until _____

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

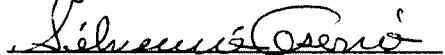
Janitorial Services

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

\$54,409-16.9% Indirect Participation

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

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



(Signature of Owner or Authorized Agent)

Silverio Osorio/President
Name / Title (Print)

9-14-2007
Date

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
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 31, 2007

Lenrow Felton, President
B & B Maintenance, Inc.
537 Capital Drive
Lake Zurich, Illinois 60047

Dear Mr. Felton:

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 November 1, 2007.**

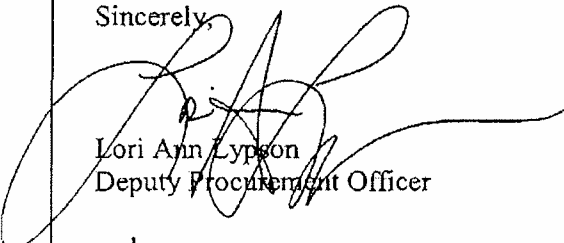
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward **MBE** goals in the following specialty areas(s):

Janitorial Services

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



(Rev. 8/92)

SCHEDULE C-1

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

Name of Project/Contract: City of Chicago LiveScan Maintenance

Contract Number:

From: Global Capital Ltd.

MBE: Yes ___; No X ___

WBE: Yes X; No ___

To: Motorola Dispatch Console Development and the City of Chicago:

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

Sole Proprietor

Corporation

Partnership

Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ until _____

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

Capital Equipment Procurement, Leasing and Consulting

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

\$ 14,488 -4.5% Indirect Participation

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

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

Terri E McNally

(Signature of Owner or Authorized Agent)

Terri McNally, President

Name / Title (Print)

September 13, 2007

Date

847-223-7820

Phone



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
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>

April 13, 2007

Terri McNally
Global Capital Ltd.
888 E. Belvidere #309
Grayslake, IL 60030

Annual Certificate Expires: September 1, 2008
Vendor Number: 1066409

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until **September 1, 2010**; however your firm must be re-validated annually. Your firm's next annual validation is required by **September 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

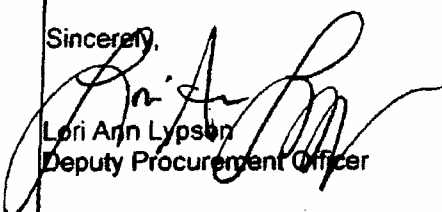
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Capital Equipment Procurement, Leasing, and Consulting; Capital Financing Brokerage Services

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/vs

IL UCP HOST: City of Chicago

