



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®

SOLICITATION FOR BID FOR

RADIO SALES, MONITORING, AND MAINTENANCE SERVICES

BID INFORMATION

Solicitation: Radio Sales, Monitoring, and Maintenance Services

The Airport is requesting bids from qualified Bidders to perform the above services.

Pre-Bid Meeting: March 21, 2024 11:00 AM (ZOOM)

RSVP to Gigi Glasper, gxglasper@flystl.com

Questions Due: March 25, 2024

Bid Due Date: April 11, 2024 2:00 PM

STL Contact: Gigi Glasper
Contract Supervisor
Airport Properties Division
(314) 890-1802
gxglasper@flystl.com

March 7, 2024

PROSPECTIVE BIDDERS:

Attached is the Solicitation for Bids for **Radio Sales, Monitoring, and Maintenance Services** at St. Louis Lambert International Airport. Sealed bids will be received at the **St. Louis Lambert International Airport, Airport Properties Division, 10701 Lambert International Drive, MTN 2501, St. Louis, Missouri 63145 until April 11, 2024, 2:00 PM** at which time they will be publicly opened and read. Bids will be opened in the Airport Properties Division Conference Room located in Room Number MTN 2450, at the above address.

Bids must be submitted on the included APPENDIX 'C'. Bids, which may be submitted via electronic email or regular mail service, should be submitted in strict accordance with instructions given in Appendix 'A', Section 32 of the SFB. If the bids are mailed via regular mail, one copy must be presented in a sealed envelope addressed to the Airport Contract Supervisor at the address provided above, with the words "**BID FOR RADIO SALES, MONITORING, AND MAINTENANCE SERVICES**" clearly written across the left hand face of the envelope.

Any conditioned bid, any bid with erasures, alterations, or alternatives, or any bid not accompanied by all of the items identified on the enclosed Bidder's Checklist may be rejected. The City of St. Louis reserves the right to reject any or all bids, to cancel this Solicitation for Bids, or to advertise for new bids, or to do any combination of the above.

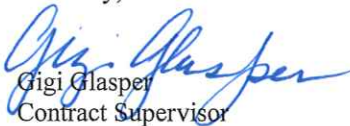
A Pre-Bid Meeting will be conducted on **March 21, 2024, 11:00 AM local time** via ZOOM. Pre-Bid Meeting participation is not mandatory, but is highly recommended. Please see Appendix 'A', Section 31 of the SFB for more information.

The Successful Bidder(s) will be determined on the basis of the lowest and best bid submitted on APPENDIX 'C' along with the Bidders' ability to comply with Appendix 'A', Technical Specifications and Appendix 'B', General Specifications.

It is the policy of the City of St. Louis Airport Authority to provide disadvantaged, minority and women owned businesses the maximum opportunity to participate in contracting opportunities at St. Louis Lambert International Airport, pursuant to Chapter 8.118 of the St. Louis City Revised Code. All inquiries regarding this solicitation are to be made in writing on or before **March 25, 2024** and should be addressed to Gigi Glasper, Contract Supervisor.

In addition to the above, Bidders should note that the MBE/WBE requirements and documents have been revised substantially. A memorandum explaining the changes made follows this cover letter. Bidders should pay particular attention to the explanation and the new requirements and forms. Any questions by Bidders concerning the MBE/WBE requirements should be addressed to the Airport Business Diversity Development Office at BDDComplianceTeam@flystl.com with a copy to the undersigned at gxglasper@flystl.com.

Sincerely,



Gigi Glasper
Contract Supervisor

Enclosure



MEMORANDUM

To: Prospective Bidders/Proposers

From: Francoise Lyles-Wiggins, Asst. Airport Community Programs/BDD

Date: 10/1/2020

Subject: Ordinance 70767 and the New Certification and Compliance Rules dated August 2020

Ordinance 70767 replaced Mayor's Executive Order #28, as amended. Ordinance 70767 and the Certification and Compliance Rules dated August 2020 became effective October 1, 2020. A copy of the Ordinance and Rules can be obtained at www.flystl.com.

Ordinance 70767 establishes project goals within five eligible groups: African American, Hispanic American, Asian American, Native American and Women to ensure that M/WBE utilization on City construction, professional services, goods and other services contracts reflects the level of M/WBE availability. Additionally, bid incentives on Construction, Goods and Service Contracts and Incentive Credits on Professional Service Contracts have been established. Bid incentives and Incentive Credits will be applied during the evaluation process.

Construction and Goods & Services

Project Goals for Construction and Goods & Services:

Eligible Groups	Percentage
African American	21%
Hispanic American	2%
Asian American	0.5%
Native American	0.5%
Women	11%

- Proof of project goals shall be submitted at time of bid opening on the M/WBE Utilization Plan;
- Each percentage for eligible groups must be met;
- Bids that fail to meet each goal for each eligible group must provide evidence of "Good Faith Efforts";
- Bids that do not meet the goals or demonstrate a sufficient "Good Faith Effort" will be deemed non-responsive;

- M/WBE firms certified as both MBE and WBE can only count as either MBE or WBE

Bid Incentives for Construction, Goods and Service Contracts

- A 5% bid discount shall be applied on M/WBE prime contracts on construction and goods and services contracts of \$300,000 or less.
- 5% discount will be applied during the evaluation process
- 5% bid discount reduces M/WBEs bid amount for the evaluation process
- Contract award for eligible M/WBEs is not reduced

Bid Incentive for Construction, Goods and Other Services	Contract Type	Eligible Groups
5%	Construction Prime Contracts	African American Hispanic American Asian American Native American Women
5%	Goods and Services Prime Contracts	African American Hispanic American Asian American Native American Women

Professional Services

Goals for all Professional Services: 25% MBE and 5% WBE

15% Incentive Credit Professional Service Contracts

- A 15% incentive credit part of the total points evaluated on professional service prime contracts shall be applied to eligible M/WBE prime contracts.

- M/WBE prime proposer must include in its proposal or statement of qualifications proof of certification.

Incentive Credits	Contract Type	Eligible Groups
15% Credit	Professional Services Prime Contracts	African American Hispanic American Asian American Native American Women

Additional Key Items Established Under Ordinance 70767:

- **Mobilization Payments:** When applicable, subcontractors may request mobilization payments not to exceed 5% of their contract from the Prime Contractor when mobilization payments are approved as a contract line item for the Prime Contractor and receive mobilization payment no later than five business days before the subcontractor is required to mobilize to start their contracted work.
- **Liquidated Damages:** Liquidated Damages will be assessed in the event M/WBE goals are not met and “good faith efforts” have not been shown. Assessed Liquidated Damages may not exceed the M/WBE goal shortfalls.

Definition of Suppliers/Regular Dealers, Manufacturers and Brokers:

- A **Supplier or Regular Dealer** is a firm that owns, operates or maintains a store, warehouse, equipment or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, and regularly sold or leased to the public in the usual course of business.
- A **Manufacturer** is a firm that operates or maintains a factory, apparatus, or establishment that produces, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.
- **Brokers** or other persons who arrange or expedite transactions are not regular dealers, with respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer.

Determination of Counting M/WBE Suppliers Toward M/WBE Goals:

- Suppliers or Regular Dealers count at 60% of their cost/expenditure towards M/WBE goals.
- Manufacturers count at 100% of their cost/expenditure towards M/WBE goals.
- Commissions and fees paid to brokers or other persons count towards M/WBE goals provided the fees are reasonable and not excessive. The cost of the materials or supplies themselves do not count toward M/WBE goals.


Signature

cc:

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APPENDIX “C”

BID FOR RADIO SALES, MONITORING, & MAINTENANCE SERVICES 2 pages

ATTACHMENTS/FORMS

ATTACHMENT 1 1 page
 Proposal To Bond Form

ATTACHMENT 2 1 page
 M/WBE Utilization Plan

ATTACHMENT 3 1 page
 M/WBE Good Faith Efforts Forms

ATTACHMENT 4 1 page
 Notice of Intent To Perform As A Subcontractor/Material Supplier

ATTACHMENT 5 1 page
 Authorized Submission Form

ATTACHMENT 6 1 page
 Airport Authority Subcontractor/Supplier List

ATTACHMENT 7 1 page
 Subcontractor Business Information

EXHIBITS

EXHIBIT “A” 1 page
 Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Declaration

EXHIBIT “B” 1 page
 Missouri Unauthorized Aliens Law Affidavit

EXHIBIT “C” 1 page
 Anti-Discrimination Against Israel Act Acknowledgement & Acceptance Declaration

EXHIBIT “D”	1 page
Anti-Discrimination Against Israel Act Affidavit	
EXHIBIT “E”	1 page
Living Wage Acknowledgement and Acceptance Declaration	
EXHIBIT “F”	1 page
Living Wage Bulletin	
EXHIBIT “G”	7 pages
M/WBE Good Faith Efforts Presentation	
EXHIBIT “H”	8 pages
Software License Agreement	
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Astro25 System Upgrade Agreement (SUA)	
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Service Statement(s) of Work and Service Terms and Conditions	

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "A"

TECHNICAL SPECIFICATIONS
RADIO SALES, MONITORING, AND MAINTENANCE SERVICES

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

- A. **“Agreement”** means the contract to be awarded to the Successful Bidder between The City of St. Louis and the Contractor for Radio Sales, Monitoring, and Maintenance Services.
- B. **“Airport”** means St. Louis Lambert International Airport, together with any additions, improvements, or enlargements made from time to time, which is owned by the City and is operated for the City by the Airport Authority of the City of St. Louis, a department of the City.
- C. **“Airport Authority”** means the Airport Authority of The City of St. Louis, the City department responsible for managing and operating the Airport.
- D. **“Airport Representative”** means the Airport Information Technology Manager or their designee.
- E. **“Annually”** means once every 12 months.
- F. **“Bid”** means the documents and information submitted in response to this SFB as more fully described in Appendix A, Section 2.A of this SFB.
- G. **“City”** means The City of St. Louis, Missouri, owner and operator of St. Louis Lambert International Airport.
- H. **“Commencement Date”** means the date the term of the Agreement begins which is October 1, 2024 as provided for in Appendix A, Section 7.
- I. **“Compliance Agreement”** means the signed, written, legal agreement issued by Motorola, FCC, and other governing bodies, to facilities that have been approved to handle or process Motorola radio equipment that specifies allowances and prohibitions associated with handling and processing Motorola radio equipment.

- J. **"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 the Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of the Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- K. **"Contractor"** means the Successful Bidder.
- L. **"Contract Price"** means the price for the purchased period of equipment and services, excluding applicable sales or similar taxes and freight charges.
- M. **"Customer"** means St. Louis International Airport® or its designated representative.
- N. **"days"** means consecutive calendar days unless otherwise expressly stated.
- O. **"Designated Products"** means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- P. **"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).
- Q. **"Effective Date"** means the Commencement date. See Section 1.H.
- R. **"Equipment"** means the equipment provided by Motorola under the Agreement.
- S. **"Director"** means the Director of Airports of The City of St. Louis or their designee.
- T. **"Expiration Date"** means the date the term of the Agreement ends which is September 30, 2027 as provided for in Appendix A, Section 7 of this SFB.
- U. **"Extras"** means additional service work or modifications, additions, or extras ordered in writing by the Director, as more fully described in Appendix A, Section 6 entitled "Extra Work."

- V. **"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).
- W. **"Holiday"** means New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- X. **"Infringement Claim"** means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- Y. **"Licensee"** means the Successful Bidder.
- Z. **"Major Equipment"** means power operated equipment, the rental price of which shall be included in the base price for any/all equipment needed and utilized under the Agreement.
- AA. **"Motorola Software"** means Software that Motorola or its affiliated company owns.
- BB. **"Non-Motorola Software"** means Software that another party owns.
- CC. **"Open Source Software"** (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- DD. **"Open Source Software License"** means the terms or conditions under which the Open Source Software is licensed.
- EE. **"Ordinance(s)"**, unless otherwise specified, means the ordinances codified as the Revised Code of the City of Saint Louis, 2020, Annotated. It is the responsibility of the Contractor to take notice of all City ordinances, including any amendments that may arise from time to time. Information on copies of ordinances can be found at: stlouis-mo.gov/government/city-laws/ordinances/non-digitized-ordinances.cfm
- FF. **"Products"** means the equipment and software provided by Motorola under the Agreement.
- GG. **"Proprietary Rights"** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under the Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

- HH. **“Provision”** means the terms, covenants, conditions, warranties, and provisions of the Agreement.
- II. **“Regular Hours”** means the period of time beginning at 8:00a.m. and ending 5:30p.m. Central time zone, Monday through Friday. Saturday, Sunday and Holidays are included during agreed-upon levels of incident priority.
- JJ. **"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.
- KK. **"Services"** means the services provided by the bidder under the Agreement.
- LL. **"Software"** means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the Equipment.
- MM. **“Solicitation For Bid”** or **“SFB”** means this request for bids.
- NN. **“Successful Bidder”** means a responsive and qualified Bidder submitting the lowest and best bid in accordance with the provisions of this SFB.
- OO. **"System"** means the system for which Motorola provides the products and services under the Agreement.
- PP. **"Warranty Period"** means one (1) year from the date of shipment of the products acquired under the Agreement.

2. SOLICITATION

A. Bid Award

The City will select the Successful Bidder on the basis of the lowest and best Bid submitted on Appendix ‘C’, Bid Forms, along with the Bidder's qualifications and ability to comply with the Appendix ‘A’, “Technical Specifications”, and Appendix ‘B’, “General Specifications” (collectively referred to as the “Bid”). The City’s Airport Commission and its Board of Estimate and Apportionment must approve the Successful Bidder as well as the Provisions of the Agreement. The City reserves the right to award a contract to a qualified and responsive Bidder that submits the lowest and best Bid as determined by the City in its sole discretion. During the evaluation process of bids for construction, goods, and other services for contracts in the amount of \$300,000 or less, a five percent (5%) bid discount shall be applied to Bids submitted by African American, Hispanic American, Asian American, Native American, and Women-Owned Business

Enterprise Bidders. It shall lower the eligible M/WBE's Bid but shall not reduce the contract award amount.

B. Disqualifications

If a Bidder submits more than one Bid under the same or different names, the City will not consider any of that Bidder's Bids. Bids will be rejected if there is reason to believe collusion exists among Bidders and no participant in such collusion will be considered in future bids for providing the Radio Sales, Monitoring, and Maintenance Services.

C. Rights Reserved by City

1. The City reserves the right to thoroughly investigate the financial status, experience, qualifications, competence, reputation, and record of the Bidder and the City reserves the right to reject any or all bids.
2. The City reserves the right to disqualify any Bidder and reject any Bid if, in the City's sole judgment or opinion:
 - a. Bidder does not have the minimum qualifications as stated below, (see Appendix A, Section 3), including the necessary experience, the financial capacity or the competence and ability to perform the scope of work or service;
 - b. the Bid, or contracting with the Bidder, is not in the City's best interest.
3. The City reserves the right to reject any Bid if the Bid:
 - a. is a conditioned Bid;
 - b. contains erasures, alterations, or alternatives;
 - c. is not accompanied by all the items identified on the Bidder's Checklist;
 - d. is submitted without the required or requested Bid information; or
 - e. is not in compliance with the procedural requirements for submitting a Bid as set out in the cover letter to this Solicitation for Bids;
4. The City reserves the right in its sole discretion to reject any Bid from any Bidder that:

- a. is in arrears or is currently in default to the City upon any debt or contract; or that is a defaulter as surety or otherwise upon any obligation to the City within the last three (3) years; or
 - b. has failed in the City's sole determination and discretion to properly, adequately, or faithfully perform any previous contract within the last three (3) years with the City.
 - 5. The City reserves the right in its sole discretion to reject any Bid from any Bidder that is currently involved in litigation with the City regarding any previous contract obligations.
 - 6. The City reserves the right to take one, all, or any combination of the following actions:
 - a. Reject any or all Bids;
 - b. Advertise for new Bids;
 - c. Cancel this SFB.
 - 7. The City, in its sole determination reserves the right to:
 - a. Waive minor irregularities and formalities;
 - b. Establish a "cure" period, if a Bidder or Bidders have not submitted the required Bid information for the purpose of obtaining complete Bid submittals and correcting other defects in a Bid.
 - 8. This list of the City's rights is not all inclusive.
- D. Bidders Responsible For Bid
- 1. The Bidder will carefully examine this SFB (including any attachments, exhibits, and addenda) and the premises of the Airport, and will judge for itself all circumstances and conditions affecting the Bidder's Bid.
 - 2. All information or data in this SFB and any subsequent addenda is to be used by the Bidder at its sole risk, and the City does not accept any responsibility or liability in any fashion for its use in structuring a Bid by any Bidder in a response to this SFB.
- E. Forfeiture

1. If a Successful Bidder refuses or neglects to timely execute the Agreement with the City or fails to furnish the required insurance certificates and endorsements, bonds, affidavits, or other required or requested documents or information within twenty (20) days after notice of the award, the Bid Bond submitted (if any) with the Bid will be forfeited by the Bidder and retained by the City as liquidated damages. No pleas by a Bidder of error or mistake in its Bid or change in circumstances will be available to the Bidder as a basis for the recovery of its deposit.
2. The City, in its sole discretion, may select the next lowest and best Bidder as determined by the City, who will be subject to the same procedures and timetables as provided for in this Section 2.E. If the second lowest and best Bidder also refuses or neglects to timely execute the Agreement or fails to furnish the required insurance certificates and endorsements, bonds, affidavits, or other required or requested documents or information, the Bid Bond submitted (if any) with the Bid will be forfeited by that Bidder and retained by the City as liquidated damages, then the next lowest and best Bidder, if selected, will be subject to the foregoing provisions, and so on, as determined by the City.

F. Not A Contract

This SFB is not a contract or a commitment of any kind by the City or the Airport. Nor does it commit the City to pay for any costs incurred by the Bidder in the submission of its Bid or any cost incurred prior to the approval and execution of a formal contract with the City. The award of the Agreement to the Contractor under this SFB as well as the Provisions of the Agreement to be awarded must be approved by the City's Airport Commission and its Board of Estimate and Apportionment.

- G. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

3. **QUALIFICATIONS**

All Bidders, at a minimum, must meet the following qualifications:

- A. Bidder must be authorized to monitor and service Motorola hardware and software, including but not limited to the detailed described in Appendix ‘A’, Section 5, entitled “Scope of Work.”

Bidder must have:

1. A minimum of five (5) years within the last six (6) years of experience in providing radio maintenance of the nature described in Appendix ‘A,’ Section 5, entitled “Scope of Work,” and
2. Must currently be providing similar work.

Bidder shall provide as a part of its Bid a written synopsis which illustrates that the Bidder has the required qualifications and experience. **(See Bidder’s Checklist, Item 8).**

- B. Bidder must have the financial capability to perform the “Scope of Work” as described in Appendix A, Section 5 of this SFB and must submit the last two (2) years financial statements, prepared in accordance with generally accepted accounting principles, including an independent CPA’s statement attached, if said CPA’s statement is available. Examples of acceptable financial statements include Balance Sheets, Statement of Changes in Financial Position, and Income Statements, as well as all accompanying footnotes. **(See Bidder’s Checklist, Item 7.)**
- C. Bidder must submit, at a minimum, references from three (3) different business entities, including contact name, telephone number, mailing address and email address. These references must be from customers for whom the Bidder has provided Radio Sales, Monitoring, and Maintenance Services of the same nature and type described in this SFB. **(See Bidder’s Checklist Item 17.)**
- D. Bidder must submit as part of its Bid a written synopsis, which fully discloses and explains the following events occurring in the last three (3) years:
1. any termination for cause of an Radio Sales, Monitoring, and Maintenance Services contract in which the Bidder or the Bidder’s affiliates, are or were a party to; and
 2. any debarment proceedings recommended or initiated, or debarment decisions against the Bidder or the Bidder’s respective directors, officers or employees, including their respective affiliates.

Bidder must include as part of its Bid copies of any termination notices, debarment notices, complaints, or reports, finding of fact or law, rulings or decisions of debarment. (See Appendix A. Section 2.C.) **(See Bidder’s Checklist Item 12.)**

For purposes of this Section 3.F, an “**affiliate(s)**” means a person or entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Bidder.

- E. The City will not enter into an Agreement with any Bidder who is found to be delinquent on City of St. Louis Earnings Taxes or is unable to procure a City of St. Louis Business License, if such license is applicable.
- F. Bidder and all proposed subcontractors must be licensed to do business in the State of Missouri when the Agreement is executed and must submit a current Certificate of Good Standing from the Missouri Secretary of State, if applicable. The Bidder and all proposed subcontractors must also submit proof of registration with the Missouri Secretary of State. (**See Bidder’s Checklist, Item 9.**)

4. INVESTIGATION OF CONDITIONS

- A. The Bidder should:
 - 1. investigate all conditions for the required work contemplated herein;
 - 2. carefully read the specifications; and
 - 3. inform itself fully of the conditions under which the work is to be performed.

The City will not provide additional compensation to a Bidder who has failed to investigate the conditions carefully, read the specifications, or fully inform itself of items prior to submitting a Bid or for a change in the Bidder’s circumstances.

- B. The submission of a Bid means that the Bidder has made such examinations and investigations, and agrees to fulfill all requirements of the Agreement in full accordance with the Provisions of the Agreement and the specifications, and that the Bidder is entirely familiar with and thoroughly understands all such requirements.

5. **SCOPE OF WORK**

Primary Services in Brief

Service Name	Service Description
SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING
SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC
SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1 RELEASE
SVC01SVC1103C	ASTRO NETWORK MONITORING
SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD
SVC01SVC1104C	ASTRO TECHNICAL SUPPORT
SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II
SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL
SVC04SVC0016C	SUS
SVC01SVC1102C	ASTRO DISPATCH SERVICE

Agreement Overview: Terms & Conditions and Statement of Work (SOW)

Successful Bidder ("Contractor") and the customer named in the Agreement ("Customer") hereby agree as follows:

A. APPLICABILITY

1. These Maintenance Service Terms and Conditions apply to service contracts whereby Contractor will provide to Customer either (1) maintenance, support, or other services under a Contractor Service Agreement, or (2) installation services under a Contractor Installation Agreement.

B. ACCEPTANCE

1. Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The Agreement becomes binding only when accepted in writing by Contractor. The term of the Agreement begins on the "Start Date" indicated in the Agreement.

C. SCOPE OF SERVICES

1. Contractor will provide the Services described in the Agreement or in a more detailed statement of work or other document attached to the Agreement. At Customer's request, Contractor may also provide additional services at Contractor then-applicable rates for the services.
2. If Contractor is providing Services for Equipment, Contractor parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Contractor will be followed
3. If Customer purchases additional Equipment from Contractor that becomes part of the same system as the initial Equipment, the additional Equipment may be added to the Agreement and will be billed at the applicable rates after the warranty for that additional Equipment expires.
4. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the Agreement. Upon reasonable request by Contractor, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Contractor in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Contractor receives the written notice.
5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
6. If Equipment cannot, in Contractor's reasonable opinion, be properly or economically serviced for any reason, Contractor may modify the scope of Services related to that equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
7. Customer must promptly notify Contractor of any Equipment failure. Contractor will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

D. EXCLUDED SERVICES

1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

2. Unless specifically included in the Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Contractor has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

E. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in the Agreement. When Contractor performs service at Customer's location, Customer will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Contractor or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in the Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in the Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Contractor in rendering the Services, Customer agrees to reimburse Contractor for those charges and expenses.

F. CUSTOMER CONTACT

Customer will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Contractor.

G. INVOICING AND PAYMENT

1. Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in the Agreement, Contractor will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date
2. Customer will reimburse Contractor for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under the Agreement (except income, profit, and franchise taxes of Contractor) by any governmental entity. The Customer will pay all invoices as received from Contractor. At the time of execution of the Agreement, the Customer will provide all

necessary reference information to include on invoices for payment in accordance with the Agreement.

3. For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Contractor shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Contractor may increase the Year 6 price by 5% (8%-3% base).
4. Contractor will invoice Customer annually in advance of each year of Services. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Contractor for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under the Agreement (except income, profit, and franchise taxes of Contractor) by any governmental entity.

H. WARRANTY

Customer warrants that its Services under the Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Contractor to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. DEFAULT/TERMINATION

1. If either party defaults in the performance of the Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate the Agreement effective upon giving a written notice of termination to the defaulting party.
2. Any termination of the Agreement will not relieve either party of obligations previously incurred pursuant to the Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Contractor

will become due and payable immediately upon termination of the Agreement. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

3. If the Customer terminates the Agreement before the end of the Term, for any reason other than Contractor default, then the Customer will pay to Contractor an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

J. LIMITATION OF LIABILITY

Except for personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under the Agreement.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THE AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THE AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by the Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

K. EXCLUSIVE TERMS AND CONDITIONS

1. The Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of the Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
2. Customer agrees to reference the Agreement on any purchase order issued in furtherance of the Agreement, however, an omission of the reference to the Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to the Agreement; clearly indicate the intention of both parties to override and modify the Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

L. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under the Agreement will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. Customer may not disclose, without Contractor's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under the Agreement. The obligations set forth in this Section survive the expiration or termination of the Agreement.
2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Contractor will be deemed secret or confidential. Contractor will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
3. The Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Contractor patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under the Agreement.

M. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Contractor nor any of its employees is an agent or representative of Customer in any governmental matters.

N. COVENANT NOT TO EMPLOY

During the term of the Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Contractor or its subcontractors without the prior written authorization of Contractor. This provision applies only to those employees of Contractor or its subcontractors who are responsible for rendering services under the Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

O. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Contractor for the purpose of the Agreement will be and remain the sole property of Contractor. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and

return it to Contractor upon request. This property will be held by Customer for Contractor's use without charge and may be removed from Customer's premises by Contractor at any time without restriction.

P. GENERAL TERMS

1. If any court renders any portion of the Agreement unenforceable, the remaining terms will continue in full force and effect.
2. The Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.
3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
5. Contractor may subcontract any of the work, but subcontracting will not relieve Contractor of its duties under the Agreement.
6. Except as provided herein, neither Party may assign the Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Contractor may assign the Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Contractor separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Contractor may, without the prior written consent of the other Party and at no additional cost to Contractor, assign the Agreement such that it will continue to benefit the Separated Business and its affiliates (and Contractor and its affiliates, to the extent applicable) following the Separation Event.
7. If Contractor provides Services after the termination or expiration of the Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Contractor's then effective hourly rates.

6. EXTRA WORK

- A. At the written request and direction of the Director, additional Radio Sales, Monitoring, and Maintenance Services work, or modifications, additions, or extras

(collectively referred to as “**Extras**”) may be required. The fee or charge for Extras will be agreed upon in advance in writing on a case-by-case basis. For all work conducted under the Agreement, the total amount to be paid to the Contractor must not exceed the total Contract Not-To-Exceed Amount of the Agreement. (See Appendix A, Section 11.K.)

- B. Any work not specified in the Agreement that may be reasonably implied as included in the Agreement will be done by the Contractor without extra charge. The Director shall solely make such determinations regarding reasonably implied work and Extras.
1. The Contractor will perform all Extras that may be requested or ordered in writing by the Director. No Extras shall be performed unless ordered in advance by written request of the Director.
 2. The Contractor will furnish the Director with itemized bills for all items included under this heading, and such bills may be verified or audited by the City.
 3. All bills for Extras done in any month, will be submitted to the Director, in writing, before the 15th day of the following month, and the amounts therein must be in accordance with the daily time, material, and equipment statements approved by the Director.
 4. As proof of costs, the Contractor must submit copies of itemized invoices received from the Contractor’s approved subcontractor(s) that have been reviewed and approved previously by the Contractor.
 5. Extras will be paid for based on a fixed amount, rate, charge, or any combination thereof agreed upon and approved by the Contractor and the Director in writing prior to such Extras being performed. (See Appendix A, Section 11.E.)

7. **TERM**

The term of the Agreement will be for three (3) years beginning on the Commencement Date specified below and ending three (3) years thereafter unless terminated or cancelled as provided for in Appendix ‘B’, Section 2. The Agreement is expressly subject to and will not become effective or binding on the City until fully executed by all signatories of the City. The commencement and expiration dates are as follows:

“Commencement Date”: October 1, 2024 **“Expiration Date”:** September 30, 2027

8. **ADMINISTRATIVE PROCEDURES**

- A. Before commencing work under the Agreement, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's "Project Coordinator." The Project Coordinator will be fully authorized to act for the Contractor in all matters covered by the Agreement. The Contractor will also furnish all supervisory personnel with copies of these specifications and will make certain that all such personnel understand the Provisions of the Agreement.
- B. When necessary, or as requested by the Airport Representative, the Contractor will make periodic reports and recommendations to the Airport Representative concerning conditions, transactions, situations, or circumstances encountered by the Contractor relating to the services to be performed under the Agreement.
- C. The Contractor's performance must meet the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services required by the Agreement. All work will be executed in the most workman-like, safe and substantial manner. The Contractor will furnish everything necessary to complete and perfect the aforesaid work contemplated herein according to the design and intention whether particularly specified or which may be inferred from the Agreement and its specifications. Work which should properly be performed by skilled laborers, will not be attempted by common laborers.
- D. The Contractor will ensure that all equipment used on the job are conspicuously marked with the Contractor's name and telephone number (if applicable).
- E. The Contractor must clean up the work site after work has been completed. This clean-up must include placing material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never block access to existing facilities. Rubbish, debris, rubble, and garbage must be properly removed and disposed of in accordance with all applicable local, state, and federal laws and regulations. St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; The City of St. Louis, Missouri, and its Board of Aldermen and Airport Commission; and their respective officers, employees, and agents are not responsible or liable for, in any way whatsoever, any hazardous condition created by, arising out of, or incidental to the services performed by the Contractor or its officers, employees, contractors, representatives, or agents under the Agreement. (See Appendix 'B', Section 1 entitled "Insurance and Indemnification.")
- F. The Contractor will, at all times, have ample equipment to properly and safely carry out the required work including such tools or equipment as may be necessary to meet emergency requirements.
- G. The Contractor, upon request, will furnish to the Airport Representative a list of Contractor and subcontractor employees performing services under the Agreement.

(See also Appendix 'B', Section 3 entitled "Assignment and Subcontracting".) The Contractor will maintain and update this list upon request throughout the Term of the Agreement.

- H. The Contractor will be present at the work site continuously during working hours throughout the progress of the work, either in person, or through the Project Coordinator or supervisory personnel to receive directions and furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Contractor will be considered the same as given to the Contractor in person.
- I. Contractor, at its cost, will secure all applicable permits and licenses and approvals required or necessary to fulfill the Provisions of the Agreement.
- J. The work under the Agreement may be on an active airport. If so, prior to the start of any work under the Agreement, the Contractor will provide the Airport Representative with a work schedule which will indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Appendix 'A', Section 5.)
- K. In case of an emergency, the Director, Deputy Director of Operations and Maintenance, and the Airport Representative or designee have the authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor will immediately comply with such an order with all possible speed.
- L. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which may arise related to the proper performance of the Agreement, and their decisions will be final, except as provided for in Appendix 'A', Section 15.
- M. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Radio Sales, Monitoring, and Maintenance Services. The City reserves the right to furnish components, parts, supplies, and materials at its discretion or to perform the work contemplated herein or to hire other contractors to perform the work contemplated herein. (See Appendix 'A', Sections 11 and 25.G.)
- N. Contractor is not permitted to markup subcontractor invoices.
- O. The Contractor, subject to the Provisions of the Agreement, shall provide Radio Sales, Monitoring, and Maintenance Services contemplated herein twenty-four (24) hours a day, seven (7) days a week including Holidays and inclement weather as ordered by the Airport Representative or designee, throughout the term of the Agreement. The Contractor warrants, represents, covenants and agrees that the Contractor shall report to the Airport within the agreed time period, in accordance

with the incident priority matrix, after receiving notification from the Airport Representative or designee.

- P. Management and administrative staff are expected to have regular and consistent attendance. Working from home is strictly prohibited. This applies to all personnel working under the Agreement including management and administrative staff.

9. RULES AND REGULATIONS

- A. The Bidder will comply with all applicable rules and regulations including, resolutions, plans, operating directives, Airport Certification Manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as amended, in performing the required work or services. The Bidder will comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City as amended, and all federal, state, city, local and other governmental authorities, now or hereafter applicable, in performing the required work and service.
- B. The Contractor will be responsible for compliance with all applicable Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1542 as amended. Any and all violations by the Contractor or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City.
- C. The Contractor will be responsible for the work of all subcontractors and agents, if applicable, and all work must be kept under the Contractor's control. Upon request, a complete list of all such subcontractors will be submitted to the Airport Representative for their prior written approval. (See Appendix 'B', Section 3.)
- D. The Contractor will not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

10. REPAIR OF DAMAGE

- A. The Contractor will promptly report to the Airport Representative or designee any property of the City or third parties damaged by Contractor's or subcontractor's

operations or employees. The Contractor will not make repairs or replacements to City property without prior written approval of the Airport Representative.

- B. In all instances where any property and/or equipment is damaged by Contractor or subcontractor employees, a full report, including pictures of the incident and extent of such damage, shall be submitted in writing to the Airport Representative within 24-hours of the occurrence.
- C. The Contractor is responsible for the repair of all damages resulting from its activities while working onsite. If the Contractor is not able to or otherwise fails to make such required repairs, the Airport will have the right to accomplish these repairs and deduct the costs from the Contractors next scheduled payment.
- D. The Contractor is responsible for taking the action necessary to protect Airport-issued supplies, materials and equipment from loss, damage and/or theft.

11. PAYMENTS

- A. The Contractor shall submit to the Airport Representative for payment by the City, a yearly invoice and supporting documentation for work or services performed during the previous year under the Agreement at the rates, charges, and amounts outlined in the attached Appendix 'C', subject to and in accordance with the Provisions of the Agreement. The yearly itemized invoice and supporting documentation shall be in a form acceptable to the Airport Representative.
- B. Invoices will be submitted to the Airport Accounting Department at:

AirportAccountsPayable@flystl.com (preferred)

With an email copy to the Airport Representative

OR

St. Louis Lambert International Airport
Accounts Payable
P. O. Box 10212
St. Louis, MO 63145
Contact Phone Number: (314) 426-1303

- C. The invoice must include:
 - 1. Contract number;
 - 2. Ordinance number;
 - 3. Purchase Order (PO) number (new number issued every Fiscal Year);
 - 4. Rebates;

5. Services or Action(s) Performed; and
 6. Invoice Amount
- D. The Contractor shall also provide such other documentation or proof of payment reasonably required by the Airport Representative.
- E. For Extras authorized in writing by the Director, the Contractor will invoice the City the actual labor, parts, and materials required to complete the modifications or additions authorized in writing by the Director as set out in Appendix 'A', Section 6.
- F. Contractor agrees that the payment for performance will be the annual invoice unless otherwise agreed to in writing by the City, as outlined in Appendix 'C', except as provided for below. Payments for Extra Work ordered by the Director in writing will be at the rates or amounts as provided for in Appendix 'A', Section 6. All payments by the City are contingent upon the appropriations of sufficient funds by the City annually.
- G. Contractor acknowledges, covenants, stipulates and agrees that the Contractor will only be paid for work performed within the scope of work contemplated herein. If work is not performed in a specific area(s) or a task(s) is not performed, as outlined in Appendix 'C', Contractor will not be paid for that work, task and/or location.
- H. Acceptance by Contractor of the final payment will constitute payment in full for all work done.
- I. The Agreement will not create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services. (See also Appendix 'A', Sections 8.M and 25.G.)
- J. The Contractor will submit invoices for the services and work performed pursuant to the Agreement in a timely manner and as provided for in the Agreement. The City will not be required or obligated to pay any invoice submitted to the City by the Contractor more than six (6) months after the expiration or earlier termination of the Agreement or be responsible for any costs or expenses incurred by the Contractor for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of the Agreement.
- K. The total Contract Not-To Exceed Amount of the Agreement is \$_____ (TO BE DETERMINED).
- L. The Contractor understand and agrees that any increase in the Contract Not-To-Exceed Amount of the Agreement would require a formal amendment to the Agreement.

12. NOTICE OF LOSS OR CLAIMS

- A. The Contractor will indemnify, defend, and save harmless St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and its Board of Aldermen and Airport Commission; and their officers, employees, and agents (the “Indemnified Parties”) from all suits or actions, or losses brought against or suffered by the Indemnified Parties for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, its employees, representative, subcontractors, or agents, in the performance of the work herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the Contractor or its employees, representatives, subcontractors, or agents (see Appendix ‘B’, Section 1 entitled “Insurance and Indemnification”.)
- B. The Contractor will indemnify, defend, and save harmless the Indemnified Parties from the payment of any and all claims, demands, damages, or costs arising out of any infringement, or alleged infringement of intellectual property rights including, without limitation, the use of any patent or patented device, article, system, arrangement, material or process used by the Contractor or its officers, employees, representative, or agent in the execution of the Agreement.
- C. The Contractor will provide written notification to the Director of all suits or action or losses arising out of the Agreement within seven (7) days of service or demand.

13. REPLACEMENT OF PERSONNEL

Contractor will promptly replace the manager or any employee working under the Agreement should the Director believe and recommend that such should be done for the good of the services being rendered. The Director’s decision will be final and binding.

14. PROHIBITED ACTS

- A. Contractor will not do or permit to be done any act which:
 - 1. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
 - 2. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;

3. In the opinion of the Airport Representative, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in the Agreement;
 4. Will constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance of a nuisance in or on the Airport; or;
 5. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- B. If by reason of the Contractor's failure to comply with the provisions of this Section 14, any fire insurance, extended coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon will be at any time higher than it otherwise would be, then the Contractor will on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which was charged because of such violation by the Contractor.

15. RIGHT OF REVIEW

Contractor may request that the Director review any decision or direction of the Airport Representative. The decision of the Director will be final and binding. All requests for review must be in writing and within twenty-four (24) hours of the Airport Representative's decision in dispute and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Airport Representative. (See Appendix 'A', Section 8.)

16. GOVERNING LAW AND FORUM SELECTION

The Agreement is entered into in the State of Missouri, and Missouri law, the City's Charter, and City ordinances, will govern and apply to the Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to the Agreement must be brought before a court sitting in competent jurisdiction within The City of St. Louis, Missouri. Bidder and the City consent to the jurisdiction and venue of such courts. The provisions of this section survive the expiration or early termination of the Agreement.

17. WAIVERS OF LIEN

Upon completion of all work, and if requested by the City, the Contractor will submit within five (5) business days of the City's request full waivers of lien from every entity involved in the performance of the Agreement. Lien waivers must be submitted on forms and executed in a manner acceptable to the Airport Representative. Contractor will not

permit any mechanics' or materialmen's liens or any other lien or encumbrance to be attached or foreclosed upon the City's property or any part or parcel thereof, or on the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic, materialman, contractor, or any other reason.

18. FACILITIES PROVIDED BY THE AIRPORT

City, subject to and in accordance with the Provisions of the Agreement, shall provide the right of ingress and egress to all areas herein specified in order for the Contractor to perform the work and services contemplated herein.

19. PRECAUTIONARY MEASURES

A. Contractor will exercise every precaution to prevent injury to persons, damage to property, and inconvenience to the City's travelers, licensees, invitees, airlines operating at the Airport, and other users of the Airport. The precautionary measures the Contractor will undertake include but are not limited to: placing watchmen; erecting barricades and railings; giving warnings; using display lights, signals, or signs; and undertaking precautions against fire, or electrocution; and taking other precautions as may be necessary, proper, and desirable.

B. Contractor shall comply with Social Distancing guidelines in effect at such time that are recommended by the CDC in coordination with the Airport Representative.

C. Contractor shall be responsible for developing and implementing plans and procedures to prevent and mitigate the spread of COVID-19 or any other infectious disease within their work area to the maximum extent practical, with approval from the Airport Representative.

20. STORAGE AND STAGING AREA

A. The Airport Representative will assign space for the purposes of storing and transferring ("**Transfer Area**") in writing, if applicable. If assigned, the Transfer Area will be used for storage of the Contractor's equipment and property and will be maintained by the Contractor at its cost and to the City's standards as provided for in the Agreement. Assignment of the space will be based on availability of space.

B. The Contractor will be responsible for the security of its equipment and will maintain and improve the Transfer Area as directed by the Airport Representative. The City will not be responsible or liable for any vandalism, theft, casualty, loss, or damages of any kind whatsoever to the Contractor's equipment, containers, compactors, parts, tools, or supplies, or other personal property.

- C. City will provide the right of ingress and egress to all areas required in the performance of the Contractor's services.

21. BADGING

- A. All Contractor's and subcontractor's employees performing work under the Agreement must be issued, and must maintain, an unexpired Airport ID Badge issued by Airport Security Operations. The Airport will not escort Contractor or subcontractor employees.
- B. The Contractor will comply with all applicable federal, state, and local governmental laws and regulations and rules and regulations, as more fully described in Appendix 'A', Section 9.
- C. The Contractor at its cost will supply and update as needed for the Airport Security Operations, a list of the Contractor's employees to be issued an Airport ID Badge.
- D. The Contractor will, when directed by the Airport Representative, schedule its employees to be issued an Airport ID Badge and fingerprinted for a criminal history check by the Airport Security Operations. The Contractor will maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the Security Identification Display Area (SIDA) class, and any other security or ID Badge-related training classes required by the Airport, at Contractor's expense.
- E. The Contractor will bear the cost of providing new and/or renewal badge for the Contractor's and subcontractor's employees performing work under the Agreement. The cost for initial badging is \$85.00 per employee. This fee includes the cost of the badge, fingerprinting, mandatory Security Threat Assessment, computer-based training and the SIDA class. Badges must be renewed every 12 months at a cost of \$35.00 per badge. The cost for status change, lost, stolen, or damaged identification badges and any associated training will be the sole responsibility of the Contractor. The replacement cost for a lost badge is \$75.00 for the first badge, \$100.00 for the second badge, and \$175.00 for a third badge. No fourth badge will be issued. Rates for Airport ID Badges are subject to change during the term of the Agreement. For information concerning Badging, visit: <https://stlairportal.flystl.com/badging-office/security-operations>
- F. Upon expiration or termination of Agreement or termination of employment of any Contractor or subcontractor employees working under the Agreement, all Airport-issued keys and Airport-issued ID Badges shall be immediately surrendered to the Airport Representative or Airport Security Operations.
- G. In the event of the Contractor's or subcontractor's badge loss, as a result of excessive lost or non-returned badges, the Contractor will be responsible for all costs associated with re-badging including, but not limited to, purchasing replacement badge stock.

- H. For keys that are not returned or are deemed lost, Contractor shall be charged \$500.00 per key plus the cost of re-keying all doors accessible with the lost/non-returned key.
- I. Contractor's or subcontractor's employees assigned to work in or who need access to the U.S. Customs and Border Protection area must have a "Customs Seal" affixed to their Airport ID Badge. As part of the badging process, the Contractor will be responsible for ensuring all employees requiring this access submit the appropriate Customs and Border Protection paperwork.
- J. The Contractor will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1542 as amended. Any and all violations by the Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. The City will be reimbursed within ten (10) days of the City's request, for any such fines or penalties imposed on the City. (See Appendix 'A', Section 9.B.)
- K. All employees that are granted and accept Airport Identification Badges at the Airport are subject to search of their persons and property when entering, when exiting, or while in the Air Operations Area (AOA), to include cargo bays and aircraft hangars, other Security Identification Display Areas (SIDAs), and sterile areas including concourses. Employees are required to use stadium-approved clear backpacks or clear tote bags to carry personal belongings when in the aforementioned regulated areas. Employee screening may be conducted by the Transportation Security Administration (TSA), the Airport Police Department, or contract security. Compliance with employee inspections is mandatory. Failure to comply may result in suspension or revocation of the employee's Airport-issued ID badge.
- L. If the Contractor is providing or utilizing employee lockers or similar area for personal belongings on premises, the Contractor shall be responsible to conduct random security inspection searches of lockers at the Contractor's expense, no less than every three (3) months. Notification of inspections should be given to the Airport Police Department and an inspection log and report shall be given to Security Operations.

22. UNIFORMS

Contractor, at its cost, will provide uniforms for all employees and personnel performing work under the Agreement. Such uniforms are to bear the company's name and be approved by the Airport Representative in writing.

23. PERFORMANCE & PAYMENT BOND

- A. At or prior to the execution of the Agreement, the Contractor shall immediately execute a Performance Bond and a Payment Bond (2 separate bonds) each in the amount of One Thousand Dollars (\$1,000.00) with surety satisfactory to the City. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 23. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds or Payment Bonds. If the Contractor's Performance Bonds or Payment Bonds are terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with this Section 23. Any sum or sums derived from said Performance or Payment Bonds will be used for the completion of the Agreement and the payment of laborers and material suppliers.
- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of the Agreement begins.
- C. Bidder will submit along with the Bidder's Bid, a completed "Proposal to Bond Form" attached hereto as Attachment 1 and incorporated herein, executed by the Bidder's Surety Company or a Proposal to Bond on the Surety Company's stationary for the Bid submitted by the Bidder. (See Bidder's Checklist Item 2 and Attachment 1, entitled "Proposal to Bond Form" incorporated herein.)

24. MISSOURI UNAUTHORIZED ALIENS LAW

Requirements: Bidders are advised that the Agreement executed with the Successful Bidder pursuant to this SFB, is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "Missouri Unauthorized Aliens Law"). As a condition for the award of the Agreement, the Successful Bidder, will, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Agreement. The Successful Bidder will also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit B entitled "Affidavit." See Bidder's Checklist Item 11. Each Bidder must submit the attached "Missouri Unauthorized Aliens Law Acknowledgment & Acceptance Declaration" with its Bid (see attached Exhibit A, incorporated herein and Bidder's Checklist Item 10.) Failure to submit this declaration with your Bid will result in rejection of the Bid. Successful Bidder's failure to comply with the Provisions of the Agreement related to the Missouri Unauthorized Aliens Law

may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties for violation of the Missouri Unauthorized Aliens Law as set forth therein. The Successful Bidder will deliver a fully executed original of the Affidavit (see Exhibit B) including required documentation in accordance with the Missouri Unauthorized Aliens Law, within twenty (20) days after notice to the Successful Bidder of the award and prior to performing any work under the Agreement.

Information regarding the Missouri Unauthorized Aliens Law is available at https://www.senate.mo.gov/07info/BTS_Web/Bill.aspx?SessionType=r&BillID=6818. Information regarding E-Verify can be found on U.S. Citizenship and Immigration Services' web site at <https://www.uscis.gov/>.

25. GENERAL PROVISIONS

- A. The Contractor is an independent contractor and nothing herein will be interpreted or construed to mean that the Contractor or any of its employees or agents is an employee or agent of the City.
- B. The Contractor will coordinate the services performed under the Agreement with the Airport Representative.
- C. The Agreement will be the entire agreement and no amendment or modification will be made (except as expressly provided for herein) unless in writing and signed by the parties hereto.
- D. The Agreement and all contracts entered into under the Provisions of the Agreement will be binding upon the parties and their successors and permitted assigns.
- E. A waiver by one party of any the Provision(s) to be performed by the other party will not waive any subsequent default or breach of any of the Provisions of the Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- F. The Contractor must maintain an acceptable cost accounting system and such records and reports necessary for the City, Federal Aviation Administration (FAA) and Comptroller General of the United States to determine compliance with the Agreement. The Contractor agrees to provide the City, FAA, and Comptroller General of the United States, or their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit examination, excerpts and transaction The City reserves the right to investigate, audit, and review, upon written request, such records and documents, to determine compliance with the Agreement. Records must be maintained by the Contractor for at least three (3) years after final payment is made and all pending matters are closed, the expiration or termination of the Agreement, whichever is later. (See Appendix 'B', Section 6 entitled "Right to Audit Clause".)

- G. The City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Radio Sales, Monitoring, and Maintenance Services contemplated herein. In addition, the City retains the right to furnish materials or supplies at its discretion, or perform for itself any work, or hire other contractors to perform the work contemplated herein. (See Appendix 'A', Sections 8.M and 11)
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City will be personally liable under or in connection with the Agreement.
- I. Neither party will be in violation of the Agreement, if it is prevented from performing any of the obligations by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control.
- J. If any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision will in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of the Agreement.
- K. The parties agree that time will be of the essence in the performance of each and every obligation and understanding of the Agreement.
- L. When the authorization, consent, approval, waiver, certification, determination, or any other action ("Approval") of other party is required under the terms of the Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or their authorized or designated representative. In taking such actions, the Director shall act reasonably, and take into consideration the best interest of the City, the Airport, and travel public. The City and Contractor agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Contractor or its designee. Whenever the Approval of the City, or the Director, or Contractor is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.
- M. The Agreement will become effective and binding only upon the execution and delivery hereof by the City and Contractor. The Agreement and any companion document or instruments referred to herein, may be executed in any number of counterparts, each of which will be original, but all of which will constitute one document or instrument or instrument, and it will constitute sufficient proof of the Agreement to present any copy, electronic copies or facsimiles signed by the parties hereto.

26. PREVAILING WAGE AND FRINGE BENEFITS

- A. The Contractor warrants, represents, stipulates and agrees that it shall pay to employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or their authorized representative, in accordance with prevailing rates in the locality of the Metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq., as amended except for any person engaged in an executive, administrative or professional capacity. This section is subject to and shall be in accordance with City Ordinance No 62124 as codified in Chapter 6.20 of the Revised Code of the City of St. Louis 2020 Annotated.
- B. Subject to and in accordance with Chapter 6.20.010.A of the Revised Code of The City of St. Louis, such fringe benefits may include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs and other bona fide fringe benefits to be provided by the service contractor and not otherwise required by federal, state or local law. The term "minimum prevailing fringe benefits "may include any contributions of fringe benefits equivalent to the foregoing or differential payments in cash.
- C. Contractor shall keep full and accurate records identifying the names and classification of every service employee employed by them in the performance of the Agreement, together with an accurate record of the number of hours worked by each employee and the actual wages and fringe benefits paid therefor. Said records shall be open to inspection by the Comptroller of the City or their authorized representative at any reasonable time and as often as may be necessary and such records must not be destroyed or removed from their customary location for the period of one (1) year following the completion of the work under the Agreement.

27. MEDIA INQUIRIES / ADVERTISING

- A. If contacted by any media entity or other third party ("Media Entity") about the Agreement or the services performed by the Contractor under the Agreement ("Airport Project"), the Contractor will refer the Media Entity to the Airport's Public Relations Manager. This includes, without limitation, trade publications.
- B. Any printed articles, press releases, web articles, social media communications or case studies about an Airport Project must be approved in writing by the Airport's Public Relations Manager prior to being made public by the Contractor. Contractor will have no right to use the trademarks, symbols, logos, trade names or the name of the City or the Airport, either directly or indirectly, in connection with any production, promotional service, publication or advertising without the prior written consent of the Airport's Public Relations Manager.

- C. Contractor will treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Director, unless otherwise required by a court order or subpoena. Contractor will timely inform the City of any such order or subpoena prior to releasing said confidential information.
- D. Advertisements discussing an Airport Project must be approved by the Airport's Public Relations Manager in writing prior to publication or must include a prominent disclaimer that neither the City nor the Airport necessarily endorses the Contractor's work.
- E. Any quotes or testimonials from City or Airport staff may not be used unless pre-approved in writing by the Airport's Public Relations Manager.
- F. Photos taken by Contractor of Airport Projects must be pre-approved in writing by the Airport's Public Relations Manager. Contractor acknowledges and understands that some photos may contain security-sensitive information and publication may violate federal laws or regulations or Airport security rules or procedures.
- G. The Airport's Public Relations office must be given at least three (3) business days' notice to review request and materials. The Airport's Public Relations office coordinates media, web, postings, printed materials, advertisements and other public communication about Airport Projects. Public Relations main number is: 314-426-8125.

28. CUSTOMER SERVICE

Contractor, on behalf of itself and all subcontractors, acknowledges that customer service to the traveling public is a primary concern for the City and that customer service is the shared responsibility of all employees and service providers at the Airport, no matter their role or function. Contractor agrees that all of its employees performing service at the Airport pursuant to the Agreement will:

- A. Demonstrate excellent customer service at all times when in contact with users of the Airport.
- B. Act in a courteous and helpful manner at all times with travelers, fellow employees, and all other users of the Airport, including but not limited to, appropriate greetings and assistance to travelers, if and when applicable.
- C. Help ensure that travelers have a positive Airport experience and at all times, behave in a businesslike and professional manner while on Airport property.
- D. Refrain from using foul or inappropriate language in public areas; smile and use a pleasant tone of voice when conversing with travelers and all other Airport users;

be actively working while on duty and refrain from gathering and “chatting” in groups while on duty, unless necessary; refrain from the use of non-business cell phones while on duty; refrain from napping or sleeping in public areas.

- E. Not utilize public seating, boarding areas, gate areas or lounge areas within the terminals and concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for Contractor’s employees.

29. INSPECTIONS

The Airport Representative will at all times have free access to Contractor’s worksites, and equipment to determine Contractor’s compliance with the Provisions of the Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the Agreement to determine if Contractor’s services meet required standards. Contractor will be required to timely and promptly make any improvements required by the Airport Representative at no additional charge to the City. (See Appendix ‘A’, Sections 5 and 8.)

30. FAILURE TO PERFORM

- A. If the Airport Representative determines at their sole discretion that the quality or quantity of any work required to be performed under the Agreement is unacceptable or that the Contractor has failed or refused to perform the work, the City may take reasonable and necessary actions to perform the work or remedy the Contractor’s failed or under performance(s). Any violation or breach of the terms of the Agreement on the part of the Contractor or its subcontractors may result in the suspension or termination of the Agreement or such other action that may be necessary to enforce the rights of the parties of the Agreement. (See Appendix ‘A’, Sections 8.C and 8.L.)
- B. The City will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the Agreement. City reserves the right to withhold payments to Contractor or until such time the Contractor corrects the breach or the City elects to terminate the contract. The City’s notice will identify a specific date by which the Contractor must correct the breach. The City may proceed with termination of the Agreement if the Contractor fails to correct the breach by the deadline indicated in the City’s notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

- C. The work, if necessary, and any other actions taken by the City pursuant to this subsection may be performed only after first providing at least three (3) working days' notice to Contractor of such failure to comply. Subsequent to receipt of notice that the City will perform the work or remedy the breach or default, the Contractor must not undertake further performance of such work without the specific prior authorization from the Airport Representative. All reasonable costs or expenses incurred by the City will be promptly and timely paid or reimbursed by the Contractor as provided for herein. The City may deduct such costs, plus 15% for administrative costs, from any payments due to the Contractor under the Agreement or the City may invoice the Contractor for such costs which will be due within thirty (30) days of the City's written request.
- D. During the three (3) days' notice the Contractor may demonstrate to the City why no such alleged failure is present or to timely remedy such alleged failure. However, the City's right to perform such work will not arise, if such failure cannot be reasonably cured within three (3) working days and the Contractor promptly and with due diligence takes prompt and appropriate corrective action and diligently pursues until the failure is corrected to the City's reasonable satisfaction. (See also Appendix 'B', Section 2 entitled "Cancellation".)
- E. If any fault by the Contractor, sub-contractors and/or their employees results in an Administrative Action (Letter of Correction, Warning Notice or Notice of Non-Compliance), either issued to the Contractor or the Airport from the TSA, the Contractor's next monthly invoice shall be reduced by \$2,000 to cover administrative and investigation expenses.
- F. If any fault by the Contractor, sub-contractors and/or their employees results in a Civil Penalty by the TSA, either issued to the Contractor or the Airport, the Contractor shall be responsible for the prompt payment of the fine (to be paid either directly to the Airport or the TSA). Additionally, the Contractor's next monthly invoice shall be reduced by \$4,000 to cover administrative and investigation expenses.

31. PRE-BID MEETING

A pre-bid meeting will be held via ZOOM on March 21, 2024 at 11:00 AM. Participation in the Pre-Bid Meeting is not mandatory, but is highly encouraged. If you have questions regarding the meeting or wish to participate, please email Ms. Glasper at gxglasper@flystl.com. The link for the meeting is:



Hi there,

GIGI GLASPER is inviting you to a scheduled Zoom meeting.

[Join Zoom Meeting](#)

One tap US: [+1408-961-3927](tel:+1408-961-3927), [82037621190#](tel:+182037621190) or [1855-758-1310](tel:+1855-758-1310), [82037621190#](tel:+182037621190) (Toll Free)
mobile:

Meeting <https://flystl.zoom.us/j/82037621190?pwd=ki8RA2nGjOLeaAHSpMfsYIUXBLTRYb.1>

URL:

Meeting 820 3762 1190

ID:

Passcode:517409

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: +1 408-961-3927 US

1 855-758-1310 US Toll-free

Meeting 820 3762 1190

ID:

[International numbers](#)

32. **BID SUBMITTAL**

Written or Electronic Bids will be received up until the hour of April 11, 2024 until 2:00 PM local time. All Bids may be submitted in one of the following ways:

A. Written proposals must be addressed and delivered to:

Gigi Glasper, Contract Supervisor
St. Louis Lambert International Airport
Airport Properties Division
10701 Lambert International Boulevard, MTN 2501
St. Louis, Missouri 63145

One copy of the Bid must be submitted. Bids received after the due date and time, or not delivered to the designated point, will not be considered. The Bid must be presented in a sealed envelope addressed to Ms. Glasper at the address provided above, with the words **“Radio Sales, Monitoring, and Maintenance Services”** plainly written across the left end face of the envelope. The name and address of the Bidder must also appear on the face of the envelope.

OR

B. Electronic Bids may be addressed and sent via email to:

Gigi Glasper gxglasper@flystl.com

With copies also sent via email to:

Robert Salarano rcsalarano@flystl.com

Delia Cummings dfcumplings@flystl.com

BIDDER MUST SUBMIT BID PRIOR TO THE DEADLINE NOTED ABOVE AND SHOULD REQUEST AN EMAILED CONFIRMATION OF THE RECEIPT FROM MS. GLASPER.

Bids submitted electronically must be submitted in one PDF document, titled “Bid for Radio Sales, Monitoring, and Maintenance Services,” followed by the name of the Bidder. This information must also appear in the subject line of the email. Please allow ample time for the email to be transmitted. The submittal time of record will be the time the email reaches Ms. Glasper. Also note, the size limit for emails is 10 megabytes, however it is recommended that any document over 10 megabytes be compressed before sending to avoid possible delays in transmitting. Note: Please send the document in the PDF format requested. Do not provide a link to the documents.

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "B"

GENERAL SPECIFICATIONS
RADIO SALES, MONITORING, AND MAINTENANCE SERVICES

1. INSURANCE AND INDEMNIFICATION

A. The Contractor, at its expense, at all times during the term hereof, St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City of St. Louis, Missouri, and its Board of Aldermen and Airport Commission; and their officers, employees, and agents (the “**Insured Parties**”) and the Contractor to be insured **on an occurrence basis** against all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of the Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to the Agreement under the following types of coverage:

1. Comprehensive General Liability;
2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).

B. **The minimum limits of coverage for the above classes of insurance must equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Contractor finds it feasible to purchase during the term of the Agreement** and will name St. Charles County, Missouri; St. Clair County, Illinois, St. Louis County, Missouri; the City of St. Louis, Missouri, and its Board of Aldermen and Airport Commission; and their respective officers, agents, and employees by endorsement as "Additional Insureds." Prior to execution of the Agreement, Contractor will provide certificates of said insurance and all endorsements required pursuant to the Agreement to the Airport Representative in form and content satisfactory to the City. In addition, the Contractor will also mail or fax a copy of the Certificate of Insurance and all required endorsements to:

St. Louis Airport Police Department
P.O. Box 10212, Lambert Station
St. Louis, Missouri 63145
Attn: Security Operations
Phone: 314-890-1839
Fax: 314-890-1325

- C. Such liability insurance coverage must also extend to damage, destruction and injury to the Insured Parties' owned or leased property and Insured Parties' personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Contractor's indemnity obligations hereunder. The Insured Parties will have no liability for any premiums charged for such coverage, and the inclusion of the Insured Parties as Additional Insureds is not intended to, and does not make the Insured Parties a partner or joint venturer with Contractor in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the Insured Parties when any policy issued to the Insured Parties provides duplicate or similar coverage and in such circumstances, the Insured Parties' policy will be excess over Contractor's policy.
- D. The Contractor will protect, defend, and hold the Indemnified Parties completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to the Agreement and the use or occupancy of the City's premises and the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur. The Director or their designee will give to Contractor reasonable notice of any such claims or actions. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City or their designee, after consultation with the Director or their designee, in carrying out its obligations hereunder. The provisions of this section survive the expiration or early termination of the Agreement.
- E. The Contractor will maintain Workers' Compensation and Employers Liability Insurance at least at the statutory requirement and in accordance with Missouri laws and regulations. Contractor will require that all of its subcontractors or licensees similarly provide such coverage. The Indemnified Parties, their officers, employees, or agents will not be liable or responsible for any claims or actions occasioned by Contractor's failure to comply with the provisions of this subsection. The indemnification Provisions of the Agreement apply to this subsection. It is expressly agreed that the employees of the Contractor are not employees of the Indemnified Parties for any purpose, and that employees of the Indemnified Parties are not employees of the Contractor.

2. CANCELLATION

- A. The City retains the right to cancel the Agreement immediately upon written notice to Contractor if:

1. Contractor fails to properly keep any Provision of the Agreement; or,
 2. The quality of service falls below the specified standards as determined by the City; or,
 3. Contractor fails or refuses to render the amount of service required.
- B. Contractor has the right to cancel the Agreement if:
1. the City fails to keep, perform, or observe any material Provision of the Agreement for a period of ninety (90) days after written notice by Contractor specifying the material breach by the City;
 2. Failure to keep, perform, or observe any material Provision of the Agreement will not give rise to Contractor's right to terminate the Agreement if the material breach can be cured but cannot, with due diligence, be cured within ninety (90) days', if the City institutes corrective action within ninety (90) days' and diligently pursued until the material breach is corrected.
- C. Contractor retains the right to cancel the Agreement without cause upon one hundred twenty (120) days written notice to the City. There will be no liability to Contractor and such a cancellation will be a no-fault cancellation.
- D. The City retains the right to cancel the Agreement without cause upon thirty (30) days' written notice to Contractor. There will be no liability to the City and such a cancellation will be a no-fault cancellation.
- E. Notwithstanding anything to the contrary herein, it is expressly understood by the parties that the Agreement will terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- F. Upon cancellation, termination, or the expiration of the Agreement, or if requested in writing by the Airport Representative, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, schedules, records, files, logs, work product, or property paid for, supplied or owned by the City will be returned to the City by Contractor within one (1) business day.

3. **ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor will not assign or transfer the Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least ninety (90) days prior to any assignment of the Agreement, Contractor will submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment will be made or will be effective unless Contractor is not in default on any

of the other Provisions of the Agreement. The party to whom such assignment is made will expressly assume in writing the Provisions of the Agreement. The parties to the Agreement understand and agree that the Contractor is and will remain responsible for the performance of its assigns under the Agreement, unless agreed to in in writing by the City. No assignment will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

- B. Contractor will not subcontract or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director. At least sixty (60) days prior to any subcontracting of service or work or the transfer of any part of the services or work to be performed hereunder, Contractor will submit a written request to the Director. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse without cause or justification, such requests. At a minimum, any sub-contractor agreement must expressly require strict compliance with the Provisions of the Agreement. The Contractor will furnish all authorized subcontractors or agents a copy of the Agreement. The parties understand and agree that the Contractor is responsible for the performance of its subcontractors or agents under the Agreement. No subcontract or any other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for in this Section 3, will constitute default on the part of the Contractor under the Agreement. No action or failure to act on the part of any officer, agent, or employee of the City will constitute a waiver by the City of this Provision.
- D. Contractor will submit along with the Contractor's Bid a completed "SUBCONTRACTOR/SUPPLIER LIST" (attached hereto as Attachment 6).
- E. Notwithstanding any other term or provision in the Agreement, the City may assign the Agreement at its sole discretion by providing Notice to Contractor.

4. **NON-DISCRIMINATION IN EMPLOYMENT**

- A. Contractor agrees during performance under the Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry. Permittee will take affirmative action to ensure that applicants are employed and that employees are treated fairly without regard to race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry. Such action must include, but is not limited to action to bar employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

- B. Contractor will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry.
- C. If the Contractor or City determine that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, then the Contractor will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten (10) days as to the steps to be taken by the Contractor to achieve the provisions of this program.
- D. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary to ascertain compliance with fair employment practices.
- E. If the Contractor fails to comply with the nondiscrimination clauses of the Agreement, or fails to furnish information or permit records and accounts to be inspected, within twenty (20) days from the date requested, the Airport may cancel, terminate, or suspend the Agreement, in whole or part. Further, the Airport may declare the Contractor ineligible for further City contracts for a period of one year, at the City's option. If the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Contractor will have no claim for any damages against the City.
- F. Contractor will incorporate the above Sections 4.A through 4.E in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the Agreement.
- G. If the Contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with Sections 4.A through 4.F, such contractor will notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

5. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION**

A. Definitions:

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. **"Minority Business Enterprise"** or **"MBE"** means a minority business enterprise as defined in Ordinance 70767.
2. **"Women Business Enterprise"** or **"WBE"** means a women's business enterprise as defined in Ordinance 70767.

B. Policy:

It is the policy of the City of St. Louis Airport Authority to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive Bidding process. The provisions of this policy apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and will be liberally construed for the accomplishments of its policies and purposes.

C. M/WBE Goals and Bid Discount:

1. The City of St. Louis Minority and Women Business Enterprise Program has amended the goals within the program to achieve the nondiscrimination of multiple groups. The goals established in connection with the Agreement are as follows:

MBE goal is as follows:

- 21% - African American**
- 2% - Hispanic American**
- .50% - Asian American**
- .50% - Native American**

Each group must be represented to meet the goal of the contract. The total participation cannot be comprised of only one group, it must include each group to meet the established goals.

The WBE goal is 11%.

The goals remain in effect throughout the life of the Agreement. When award of the contract is made with Minority and Women Business Enterprise (M/WBE) participation less than the goals, the Contractor shall continue to perform and document good faith efforts throughout the life of the Agreement in order to increase M/WBE participation and to meet the Agreement goal.

Please note: Contractors certified as either an MBE or WBE must still fulfill both goals. In addition, Contractors certified as both an

MBE and a WBE can only fulfill either the MBE goal or the WBE goal, not both goals.

2. Bid Discount

If applicable, a five percent (5%) Bid discount will be applied to construction, goods and other services prime contracts on contracts \$300,000 or less during the evaluation process to prime African American, Hispanic American, Asian American, Native American and Women-Owned Business Enterprise Bidders. It shall lower the eligible M/WBE's Bid but shall not reduce the contract award amount. In order to qualify for the Bid discount, the eligible M/WBE Bidder shall include in its Bid a copy of their current certification letter and/or notification indicating the M/WBE continues to meet the certification guidelines of the M/WBE Program.

D. Obligation:

1. The Contractor agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under the Agreement. The Contractor will not discriminate on the basis of race, color, age, religion, sex, familial status, disability, sexual orientation, national origin or ancestry in the award or in the performance of contracts financed by the City of St. Louis Airport Authority.
2. A current Directory of M/W/BE firms certified by the City of St. Louis is available online at www.flystl.com/bdd.

E. Good Faith Efforts Requirement:

1. The quality, quantity and intensity of the Bidder's good faith efforts will be evaluated by the City. A Bidder must make sufficient good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can meet the goal, documenting commitments for participation by M/WBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder can document adequate good faith efforts. This means that if the M/WBE goal is not met the Bidder must show that it took all necessary and reasonable steps to achieve the M/WBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient M/WBE participation, even if they were not fully Successful. If the M/WBE goal is not met the Bidder must demonstrate and document those efforts by submitting the "Good Faith Efforts Report Form" attached hereto as Attachment 3 with the Bid. Additionally, when the M/WBE goals cannot be met, the Bidder must also include a statement as to why

the goals could not be met. (See Bidder's Checklist Item 4). Examples of good faith efforts are but not limited to the following:

- a. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
- b. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified M/WBEs who have the capability to perform the work required by the Contract. **Such solicitations must take place at least fifteen (15) business days prior to the bid opening date** to allow M/WBEs sufficient time to prepare bids/proposals and respond to the solicitation, and the Contractor must take appropriate steps to follow such mass solicitations with personal frequent and persistent contact. The prime contractor should promptly return all calls, faxes and e-mail that it receives from interested M/WBEs. The follow-up should take the form of a telephone call, fax or e-mail during normal business hours.
- c. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.
- d. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
 - i. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.
 - ii. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - iii. A statement of why additional agreements with M/WBEs were not reached, and

- iv. Documentation of each M/WBE contacted but rejected and the reasons for the rejection
 - e. Absence of any agreements between the contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other Bidders.
 - f. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
 - g. Documentation that qualified M/WBEs are not available, or not interested.
 - h. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better contractor-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-Bid, workshops, seminars), etc.
 - i. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing M/WBEs and area of interest.
 - j. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
2. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
- a. M/WBE unable to provide performance or payment bonds or both.
 - b. Rejection of reasonable Bid based on price.
 - c. M/WBE would not agree to perform items of work at the unit Bid price.
 - d. Union versus nonunion status.
 - e. Contractor normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.

- g. Restricting to only those general group of items which may be listed in Bids under such headings "Items Subcontractable to M/WBE firms."
- 3. The demonstration of good faith efforts by the contractor must prove the Contractor actively and aggressively sought out M/WBEs to participate in the project. See Exhibit J entitled "M/WBE Good Faith Efforts Presentation" for further information on demonstrating good faith efforts.
- 4. The information provided will be evaluated to determine if the low Bidder is responsive. All the information provided must be accurate and complete in every detail. The apparent low Bidder's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

F. Eligibility:

Contractor should access the online directory at www.flystl.com/bdd to obtain a list of eligible MBEs/WBEs certified by the City of St. Louis and to verify the eligibility of the MBE/WBE firms it intends to utilize in the Agreement.

G. Counting MBE/WBE Participation toward Goals:

- 1. MBE/WBE participation towards the attainment of the goals will be credited on the basis of the total subcontract prices agreed to between the Contractor and subcontractors for the contract items being sublet as reflected on the "MBE/WBE Utilization Plan" attached hereto as Attachment 2 and incorporated herein. Bidder must complete and submit with its Bid the MBE/WBE Utilization Plan (See Bidders Checklist, Item 3). Firms must be certified prior to the Bid opening in order to be used to fulfill the participation goals.
- 2. In addition, the Bidder must also submit the "Notice of Intent to Perform as a Subcontractor or Material Supplier Form," attached hereto as Attachment 4 and incorporated herein. (See Bidder's Checklist, Item 5).
 - a. Contractors should be aware that supplies and materials procured from certified suppliers, manufacturers and brokers are defined and counted toward M/WBE goals as follows:
 - i. A *Supplier or Regular Dealer* is defined as a firm that owns, operates or maintains a store, warehouse, equipment or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, and

regularly sold or leased to the public in the usual course of business. ***Suppliers or Regular Dealers count at 60% of their cost/expenditure towards M/WBE goals.***

- ii. A ***Manufacturer*** is defined as a firm that operates or maintains a factory, apparatus, or establishment that produces, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. ***Manufacturers count at 100% of their cost/expenditure towards M/WBE goals.***
- iii. ***Brokers*** are defined as brokers or other persons who arrange or expedite transactions are not regular dealers, with respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer. Brokers entire commissions and fees charged for assistance in the procurement of the materials and supplies, or fess or transportation charges for the delivery of materials or supplies required on a job site count towards M/WBE goals provided the fees are determined by the City to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials or supplies themselves do not count toward M/WBE goals.
- iv. M/WBE trucking firms expenditures may count at 100% toward M/WBE goals. The M/WBE trucker must manage and supervise the trucking operations with its own employees and use equipment owned and/or leased by the M/WBE. No credit will be counted for the purchase or sale of material hauled unless the M/WBE trucker is also a certified M/WBE supplier. No credit will be counted unless the M/WBE trucker is an approved subcontractor.

If the M/WBE trucker plans to supplement its trucking operations with additional trucking firms it must seek prior approval perform the start of the operation from the City.

If the M/WBE trucker leases trucks from a non-M/WBE trucking firm only the fees and/or commissions will count toward goal attainment.

H. **Post Award Compliance:**

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith

efforts to maximize participation of MBEs/WBEs during the term of the Agreement.

I. Substitution of MBE/WBE Firms after Award:

1. The Contractor will conform to the scheduled MBE/WBE participation goal. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor will immediately notify the contracting department and City of St. Louis Airport Authority Business Diversity Development (BDD) office prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Director. See Appendix B, Section 3. Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Contractor will not cancel or terminate its agreement with the MBE/WBE without cause and will timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

J. Record Keeping Requirements:

The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Airport Authority to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Airport Authority reserves the right to investigate, monitor and review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

K. Reporting Requirement:

1. The Contractor shall utilize the St. Louis Lambert International Airport Certification and Compliance Diversity Compliance Management System web based program made available at <https://flystl.diversitycompliance.com/>. The Contractors shall log into the system utilizing their username and password and request to add each subcontractor scheduled to perform work on this contract. BDD will confer with BPS and the department/agency before approving the firm to be added to the contract. The Contractor shall upload a copy of each M/WBEs fully executed contract to provide services when requesting to add M/WBEs to the contract.
2. The Contractor must submit monthly reports on MBE/WBE involvement to the City of St. Louis Airport Authority Business Diversity Development Office via the BDD online reporting system. Actual payments to MBEs/WBEs will be verified. The Contractor shall ensure its

subcontractors are also submitting monthly reports on MBE/WBE participation via the BDD online reporting System.

1. Liquidated Damages. The Contractor hereby agrees and stipulates that their or their subcontractor(s)'s failure to comply with the MBE/WBE reporting requirements could result in an administrative or financial burden or both to the City. Therefore, the Contractor agrees and stipulates that the Director, on behalf of the City, may elect to implement liquidated damages after written notice to the Contractor for failure to report. The stated liquidated damages in this sub-section are cumulative over the term of the Agreement and are in addition to any other remedies City may have under the Agreement or at law or in equity:
 - i. The first failure to report violation will result in a warning letter;
 - ii. The second failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$25.00 for each week past due;
 - iii. The third failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$50.00 for each week past due; and
 - iv. The fourth failure to report violation will require Contractor to pay liquidated damages to the City not to exceed \$75.00 for each week past due.
 - v. Payment of Liquidated Damages. All liquidated damages will be deducted by the City's next payment schedule. If there is no future payment(s), the Contractor will make the liquidated damage payment to the City within thirty (30) days' written notice of the violation.
 - vi. Notice. For any failure to report a violation specified in this section with associated liquidated damages, the City will provide written notice. Including liquidated damages due and payable to the City

L. Applicability of Provisions to MBE/WBE Contractors:

These provisions are applicable to all contractors including MBE/WBE contractors. If the MBE/WBE contractor intends to sublet any portion of the Agreement, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

M. Liquidated damages for Failure to Perform a Good Faith Effort:

Contractor acknowledges, stipulates and agrees that the Contractor's failure to meet the City's M/WBE goals and/or show a good faith effort has been performed may result in liquidated damages being assessed in an amount not to exceed the M/WBE shortfall, which is the difference between the M/WBE goals set in the Agreement and the amounts actually paid to M/WBE contractors.

1. The City shall periodically evaluate the Contractor's Compliance with the M/WBE goals set in the Agreement and determine whether the Contractor has performed and is currently performing in accordance with the terms of the Agreement. If the Contractor has failed to perform as required under the M/WBE provisions of the Agreement, then the City may impose liquidated damages as provided herein to be withheld from any amounts due and owed the Contractor, such liquidated damage withheld must be authorized by the City Compliance Officer and the Director. Such liquidated damages should be assessed prior to the expiration of the Agreement (generally not sooner than six (6) months prior to the expiration of the Agreement. If there is no future payment(s) owed the City, the Contractor will make the liquidated damage payment to the City within thirty (30) days' of written notice.

N. Mobilization

If applicable, when mobilization payments are approved as a contract line item for the prime contractor, the subcontractor shall be paid a reasonable amount not to exceed five percent (5%) of their contract by the prime contractor no later than five-(5) business days before the subcontractor is required to mobilize to start their contracted work. Subcontractors request can be in contained on their initial Bid, quote and/or proposal to the prime or in the form of an invoice/request for payment which details the request. The prime contractor shall submit a request to the City for mobilization payments which includes all subcontractors request for mobilization through the approved billing process as outlined in contract documents.

6. RIGHT TO AUDIT CLAUSE

- A. The Contractor agrees to keep all records and related information arising under the Agreement open to inspection and subject to audit and reproduction during normal reasonable working hours and kept within St. Louis County, Missouri or St. Louis, Missouri. Contractor may maintain such records at its corporate office regardless of location but must make true, accurate, complete, and auditable records available at the Airport within 15 days in a manner and format acceptable to the City. A City representative or their designee, or an outside representative engaged by the City for the purposes of acting as their designee, may perform such audits. The City or its designee may conduct such audits or inspections may be conducted throughout the

term of the Agreement, and for a period of three years after the early termination or the expiration of the Agreement, or longer if required by law.

B. The Contractor's "records" as referred to in the Agreement include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Agreement. Such records subject to audit also include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Agreement. Such records include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:

1. Contractor's compliance with the Provisions of the Agreement or the performance of the services; or
2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Contractor or any of its payees or subcontractors, if any.

7. CIVIL RIGHTS GENERAL PROVISIONS

- A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- B. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

8. **CIVIL RIGHTS AND NON-DISCRIMINATION PROVISIONS**

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation

Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

9. FEDERAL FAIR LABOR STANDARDS ACT PROVISION

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- B. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11. SEISMIC SAFETY

When applicable, the Contractor agrees to ensure that all work performed under the Agreement, including work performed by its subcontractor(s), conforms to a building code standard that provides a level of seismic safety and substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (“NEHRP”). Local building codes that model their code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety.

12. DISTRACTED DRIVING

The City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease accidents caused by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the Agreement. The Contractor must include the substance of this section in all subcontracts that involve driving a motor vehicle in performance of the work associated with the Agreement.

13. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, Executive Orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 740-7671q) and the Federal Water Pollution Act as amended (33 U.S.C. Sec. 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

14. ANTI-DISCRIMINATION AGAINST ISRAEL ACT REQUIREMENT

A. Bidders are advised that the Agreement executed with the Successful Bidder pursuant to this SFB is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the "Anti-Discrimination Against Israel Act"). As a condition for the award of the Agreement the Successful Bidder will, by sworn affidavit, affirm it is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business with the State of Israel.

B. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as Exhibit D entitled "Affidavit". (See Bidder's Checklist Item 15.) Each Bidder must submit the attached "Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration" with its Bid (see attached Exhibit C, incorporated herein and Bidder's Checklist Item 14.) Failure to submit this declaration with your Bid will result in rejection of the Bid. Contractor's failure to comply with the Provisions of the Agreement related to the Anti-Discrimination Against Israel Act may result in the termination of the Agreement by the City and other remedies available to the City at law or in equity. Bidder will deliver a fully executed original of the Affidavit (see Exhibit D), within twenty (20) days after notice to the Successful Bidder of the award and prior to performing any work under the Agreement unless the Anti-Discrimination Against Israel Act does not apply to the award of the Agreement. The Anti-Discrimination Against Israel Act does not apply to contracts with a total potential value of less than One Hundred Thousand Dollars \$100,000) or to Contractors with fewer than ten (10) employees.

15. LIVING WAGE

Living Wage Requirements: Bidders are hereby advised that the City's Living Wage Ordinance 65597 ("Ordinance") and associated "Regulations" apply to the service for which Bids are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the Successful Bidder and the City must be paid a minimum of the applicable

Living Wage rates set forth in the attached Living Wage Bulletin (see Exhibit F, attached and incorporated herein), and, if the rates are adjusted during the term of the Agreement pursuant to the Ordinance, applicable rates after such adjustment is made. Each Bidder must submit the "Living Wage Acknowledgment and Acceptance Declaration" with its Bid which is attached hereto as Exhibit E and incorporated herein (See Bidder's Checklist, Item 15). Failure to submit this declaration with the Bid will result in rejection of the Bid. A Successful Bidder's failure to comply with Provisions related to the Living Wage Ordinance may result in termination of the Agreement and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of Ordinance No. 65597 and associated Regulations, which are incorporated herein by reference, may be obtained by contacting:

Assistant Airport Director
Business Diversity Development
St. Louis Lambert International Airport®
P. O. Box 10212
St. Louis, Missouri 63145
Phone: (314) 426-8111

BID FORM

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "C"

BID FOR RADIO SALES, MONITORING, AND MAINTENANCE SERVICES

The Undersigned, _____, acting on behalf of

_____, the Contractor, understands all the requirements of the work set out in APPENDIX "A" and the requirements set out in APPENDIX "B," and agrees to perform the required work for the following amounts subject to and in accordance with the Provisions of the Agreement.

The amount to be paid to the Contractor will be determined by the charges or rates listed below. The charges or rates will include all labor, personnel, supervision, equipment, supplies, tools, parts, and materials required to properly perform the Radio Sales, Monitoring, And Maintenance Services as ordered and directed by the City and in accordance with the Provisions of the Agreement.

Signature

Address

Title

City, State, Zip

Contractor

Telephone Number

Federal I.D. #

Email Address

CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

APPENDIX "C"

BID FOR RADIO SALES, MONITORING, AND MAINTENANCE SERVICES

BID SUMMARY

BID FOR YEAR ONE	
BID FOR YEAR TWO	+
BID FOR YEAR THREE	+
3-YEAR BID TOTAL AMOUNT ***USED FOR THE PURPOSES OF BID EVALUATION***	=

Notes:

*All costs are to be shown in dollars and cents.

**The sum of the values entered for the Total Amount for years 1- 3 should be used as the "Total Dollar Amount of Contract" by Bidders when completing the MBE/WBE Utilization Plan.

*** Appendix C should not be altered, added to, or revised by the Bidder.

BIDDER'S CHECKLIST
(Required Submittals)

Please review the enclosed Bidder's checklist VERY carefully. ALL Bidders MUST SUBMIT EACH AND EVERY DOCUMENT LISTED ON THE CHECKLIST.

Note to certified M/WBEs: If M/WBE participation is included, you MUST complete, sign and submit the Utilization Plan and Good Faith Effort Forms. Please include your company as one of the participants on the M/WBE Utilization Plan along with your chosen M/WBE subcontractors, if any. (See Appendix B, Section 5 of this SFB.)

ONLY certified M/WBEs (as noted in the document!) may be counted towards participation goals! Read the related solicitation specification carefully! (See Appendix B, Section 5 of this SFB.)

Any and all questions about the M/WBE Program and what companies are and are not certified may be answered by the Airport Business Diversity Development (BDD) Office (314) 426-8111. Or see the web: <http://www.flystl.com/bdd>.

1. **Signed Original Bid Form**
(See Appendix C)
2. **Proposal To Bond Form**
(See Appendix A, Section 23 & Attachment 1)
3. **Completed M/WBE Utilization Plan**
(See Appendix B, Sections 5.G & Attachment 2)
4. **Completed Good Faith Efforts Documentation Forms**
(See Appendix B, Section 5.E & Attachment 3)
5. **Notice of Intent To Perform As A Subcontractor/Material Supplier**
(See Appendix B, Section 5.G & Attachment 4)
6. **Completed Authorized Submission Form**
(See Attachment 5)
7. **Financial Statements**
(See Appendix A, Section 3.B)
8. **Statement of Qualifications (SOQ) – Written Synopsis**
(See Appendix A, Section 3.A)

9. **State of Missouri Certificate of Good Standing**
(See Appendix A, Section 3.F)
10. **Missouri Unauthorized Aliens Law Acknowledgement & Acceptance Form**
(See Appendix A, Section 24 and Exhibit A)
11. **Missouri Unauthorized Aliens Law Affidavit**
(See Appendix A, Section 24 and Exhibit B)
12. **Synopsis of any Termination and Debarments**
(See Appendix A, Section 3.D)
13. **Airport Authority Subcontractor/Supplier List**
(See Attachment 6)
14. **Anti-Discrimination Against Israel Act Acknowledgment & Acceptance Declaration**
(See Appendix B, Section 14 & Exhibit C)
15. **Anti-Discrimination Against Israel Act Affidavit**
(See Appendix B, Section 14 & Exhibit D)
16. **Subcontractor Business Information**
(See Attachment 7)
17. **References**
(See Appendix A, Section 3.C)
18. **Living Wage Ordinance Acknowledgement & Acceptance Form**
(See Appendix B, Section 15 and Exhibit E)

Attachment 1

Proposal to Bond Form

PROPOSAL TO BOND

The authorized representative of [Surety Company Name & Address]:

licensed in Missouri, as Surety, does hereby state that he/she understands the obligation of the Bidder under the bid(s) presented above and further understands and agrees to perform as surety for the Bidder as required by APPENDIX A Technical Specifications, Section 23, PERFORMANCE AND PAYMENT BOND, in the event that

the bid(s) of _____, the Bidder, is accepted by the City of St. Louis, Missouri.

Signature _____

Title _____

Date _____

PERFORMANCE AND PAYMENT BONDS

At or prior to the execution of the Agreement, the Successful Bidder or Contractor(s) will immediately execute a Performance Bond and a Payment Bond each in the amount as provided for in this section with surety satisfactory to the City conditioned on the full and faithful performance of all Provisions of the Agreement to be executed. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a licensed Notary Public. The Payment Bonds must comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of one year renewable bonds to meet the requirements of this Section 23. The Contractor will notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Contractor's Performance Bonds and/or Payment Bonds are terminated, cancelled, not renewed or extended, the Contractor shall promptly provide the City with a replacement bond(s) in full compliance with Appendix A, Section 23. Any sum or sums derived from said Performance Bond and/or Payment Bond will be used for the completion of the Agreement and the payment of laborers and material suppliers, as the case may be. The Contractor must provide a Performance Bond and a Payment Bond each in the amount of One Thousand Dollars (\$1,000.00).

Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, must be given to the Airport Representative for approval before the work of the Agreement begins.

Bidder will submit along with the Bidder's Bid, a completed "Proposal to Bond Form" attached hereto as Attachment 1 and incorporated herein, executed by the Bidder's Surety Company or a Proposal to Bond on the Surety Company's stationary for the Bid submitted by the Bidder. (See Bidder's Checklist Item 2 and Attachment 1, entitled Proposal To Bond Form.)

Attachment 2

MBE/WBE Utilization Plan

Bidders, please see the pdf entitled “Solicitation Fillable Forms for SFB” located on the Airport website for the form in this attachment.”

Attachment 3

MBE/WBE Contractor's Good Faith Efforts Forms

Bidders, please see the pdf entitled "Solicitation Fillable Forms for SFB" located on the Airport website for the form in this attachment."

Attachment 4

Notice of Intent To Perform As A Subcontractor And/Or Material Supplier

Bidders, please see the pdf entitled “Solicitation Fillable Forms for SFB” located on the Airport website for the form in this attachment.”

Attachment 5

Authorized Submission Form

AUTHORIZED SUBMISSION

The undersigned, in submitting this Bid, represents that he/she is authorized to obligate their firm and that the firm is not currently in arrears or default to the City upon any debt or contract and is not a defaulter as surety or otherwise, upon any obligation to the City within the last three (3) years and to the best of the undersigned's knowledge and belief, the information provided in this bid submission is true and correct.

Submitted by:

(Firm Name)

By:

(Signature)

(Typed or Printed Name)

(Title)

(Date)

Address: _____

Telephone Number: _____

Email Address: _____

Federal ID Number: _____

Attachment 6
Airport Authority Subcontractor/Supplier List

Bidders, please see the pdf entitled "Solicitation Fillable Forms for SFB" located on the Airport website for the form in this attachment.

Attachment 7

Subcontractor Business Information

SUBCONTRACTOR BUSINESS INFORMATION

(Complete for EACH subcontractor to be utilized – attach additional pages as needed)

Business Name #1

Address (with Zip Code)

Federal Tax Identification Number

Business Name #2

Address (with Zip Code)

Federal Tax Identification Number

Business Name #3

Address (with Zip Code)

Federal Tax Identification Number

Exhibit A

**Missouri Unauthorized Aliens Law
Acknowledgment & Acceptance Declaration**

**MISSOURI UNAUTHORIZED ALIENS LAW
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: _____

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder, I hereby acknowledge that the Bidder understands that the contract or agreement that will be executed with a Successful Bidder pursuant to this solicitation is subject to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "Missouri Unauthorized Aliens Law"). If awarded a contract pursuant to this solicitation, the Bidder hereby agrees to comply with all applicable sections of the Missouri Unauthorized Aliens Law including, without limitation, Section 285.530(2) & (5) of RSMo. 2000, as amended. I am authorized to make the above representations on behalf of the Bidder.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit B

Affidavit

(Missouri Unauthorized Aliens Law)

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (**Name of Affiant**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name of Affiant**), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____ (**Contractor**).

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with _____ (the "**Agreement**"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (**Contractor**) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

Exhibit C

Anti-Discrimination Against Israel Act Acknowledgement and Acceptance Declaration

**ANTI-DESCRIMINATION AGAINST ISRAEL ACT
ACKNOWLEDGMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder's (Company) Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder, I hereby acknowledge that the Bidder understands that the contract or agreement that will be executed with a Successful Bidder pursuant to this solicitation is subject to Section 34.600 of the Revised Statutes of Missouri 2000, as amended (the "**Anti-Discrimination Against Israel Act**"). If awarded a contract pursuant to this solicitation, the Bidder hereby agrees to comply, if applicable, with the Missouri Unauthorized Aliens Law. I am authorized to make the above representations on behalf of the Bidder.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Exhibit D

Anti-Discrimination Against Israel Act Affidavit

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT
(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

Before me, the undersigned Notary Public, personally appeared _____ (Name)

who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title)
of _____ (Company) of
St. Louis.

I have the legal authority to make the following assertion:

Pursuant to RSMo. § 34.600, _____ (Company) of St. Louis is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

Notary Public

Exhibit E

Living Wage Ordinance Acknowledgement and Acceptance Declaration

**ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ACKNOWLEDGEMENT & ACCEPTANCE DECLARATION**

Contracting Agency: St. Louis Airport Authority

Agency Contract No.: NA

Bidder's Name: _____

Date Prepared: _____

Prepared By: _____

Preparer's Phone No.: _____

Preparer's Address and Zip Code: _____

As the authorized representative of the above-referenced Bidder or Proponent, I hereby acknowledge that the Bidder/Proponent understands that the contract or agreement that will be executed with a successful Bidder/ Proponent pursuant to this solicitation is subject to the St. Louis Living Wage Ordinance and the Regulations associated therewith. The Bidder/Proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the Bidder or Proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

Signature

Name (Printed): _____

Title: _____

Date: _____

Exhibit F

Living Wage Ordinance Bulletin

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2023

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$15.54** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$20.34** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) The prevailing fringe benefits rate as required under the Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis is **\$4.80** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **APRIL 1, 2023**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is January 3, 2002. A copy of the Ordinance may be viewed online at [Living Wage – St. Louis Lambert International Airport \(flystl.com\)](http://flystl.com) or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

Exhibit G

M/WBE Good Faith Efforts Presentation



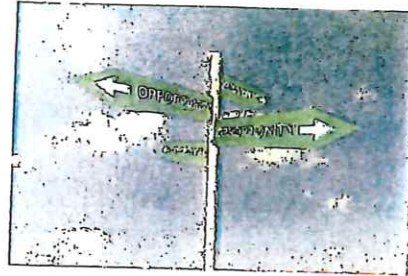
Good Faith Efforts

BDD looks at the

- Quality
- Quantity
- Intensity

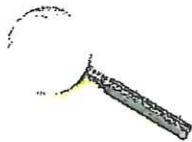
There is no set formula or checklist. Each solicitation is unique but...

Identify Subcontracting Opportunities



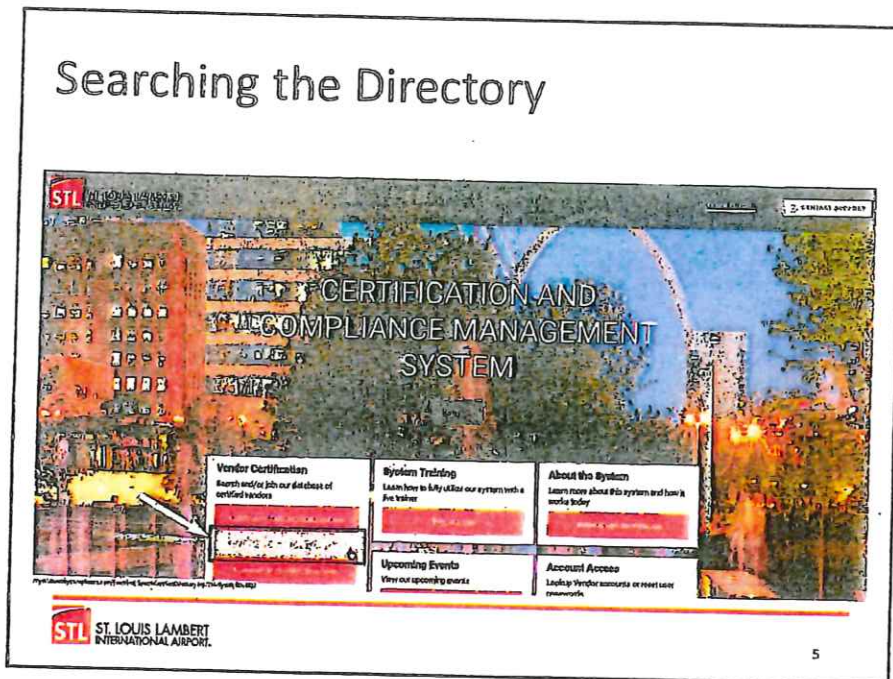
Search the Directory

Search
Directory



- Identify NAICS Codes
www.census.gov/naics
- Must include the primary area of work
- Search Directory
flystl.diversitycompliance.com


Searching the Directory



Contact the Firms




- Contract Name
- Owner (St. Louis Lambert International Airport)
- Your Firm with Your Contact Information
- Specific Scope of Work
- Full Specifications and Drawings (or access to them)
- Deadline for Response



Follow Up!


= Intensity




ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT.

7

Document, Document, Document



- Firm Name
- Contact
- Scope Solicited
- Method of Solicitation
- Date and Time
- Response
- Comments (e.g., reasons the firm did not bid, reason firm was not selected)



ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT.

8

Quality

- Did you identify sufficient areas of work to meet the goal?
- Did you identify firms with appropriate NAICS codes?
- Did you vet potential partners?
- Did you negotiate?
- What are your general practices around diversity and inclusion (not limited to this bid process)?

Quantity

- How many firms did you contact out of the available firms?

Intensity

- How often and what ways did you contact the firms?

Pitfalls



- Not identifying sufficient work areas
- Not including the primary scope of work in subcontracting opportunities
- Only contacting enough firms to meet the goal
- Not providing a narrative (in cases where goal is not met)
- Not providing adequate documentation to verify efforts

Contact Info

Business Diversity Development Compliance Team

[BDD Compliance Team@flystl.com](mailto:BDD_Compliance_Team@flystl.com)

314.426.8111



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Exhibit H
Software License Agreement

SOFTWARE LICENSE AGREEMENT

A. SCOPE OF LICENSE

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

B. GRANT OF LICENSE

1. Subject to the provisions of the Agreement and the payment of applicable license fees, Software Provider grants to Licensee a personal, limited, non-transferable (except as permitted in Section F) and non-exclusive license under Software Provider's copyrights and Confidential Information 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. The Agreement does not grant any rights to source code.
2. If the Software licensed under the 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 the Agreement. If there is a conflict between the terms and conditions of the 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 the Agreement. If requested by Licensee, Software Provider will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under the 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).

C. LIMITATIONS ON USE

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.
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 the 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.
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. 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.
5. Licensee will maintain, during the term of the Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with the 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 the Agreement.

D. 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 the Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in the 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.

E. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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 the Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and the 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.
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.
3. Warranty claims are described in the Agreement.
4. The express warranties set forth in this Section E 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.

F. 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 the 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 the Agreement.

G. TERM AND TERMINATION

1. Licensee's right to use the Software and Documentation will begin when the 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 the Agreement, in which case the Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.
2. Within thirty (30) days after termination of the 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.
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 the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches the Agreement, Motorola may terminate the 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).

H. 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 the Agreement. The provisions of the 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.

I. 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 Agreement concerning Confidential Information apply.

J. LIMITATION OF LIABILITY

See Section 5(J) of the SFB.

K. NOTICES

See Section 12 of the SFB.

L. GENERAL

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.

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 the Agreement.
3. **ASSIGNMENTS AND SUBCONTRACTING:** Motorola may assign its rights or subcontract its obligations under the Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.
4. **GOVERNING LAW:** The 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 the Agreement, UCITA does not govern any aspect of the Agreement or any license granted under the Agreement, or any of the parties' rights or obligations under the Agreement. The governing law will be that in effect prior to the applicability of UCITA.
5. **THIRD PARTY BENEFICIARIES:** The 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 the Agreement, and no third party is deemed a beneficiary of the 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 the Agreement.
6. **SURVIVAL:** Sections C, D, E.4, F, G, H, I, J and K survive the termination of the Agreement.
7. **ORDER OF PRECEDENCE:** In the event of inconsistencies between this Exhibit and the Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Agreement or any other exhibit as it applies to any other subject matter.
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 E of the Agreement.

Exhibit I
Astro25 System Upgrade Agreement (SUA)

ASTRO25 SYSTEM UPGRADE AGREEMENT (SUA)

Description of Service and Obligations

1. As system releases become available, Contractor agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
2. The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
3. If the Customer's system is not within the Standard Support Period, Contractor will upgrade the system to a current software release during the first 12 months of the coverage period. Subsequent upgrades will be based on the standard SUA II entitlement of up to one system infrastructure upgrade in a two-year period, beginning in the second year of the coverage period.
4. ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Contractor's option, system releases may also include significant new feature enhancements that Contractor may offer for purchase. System release software and hardware shall be pre-tested and certified in Contractor's Systems Integration Test lab.
5. The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart. Should the Customer elect an upgrade path other than one agreed upon between Customer and Contractor, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Contractor agrees to provide a price quotation for any additional materials and services necessary.
6. ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
7. The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - Servers
 - Workstations
 - Firewalls
 - Routers
 - LAN switches
 - MCC 7XXX Dispatch Consoles
 - GTR8000 Base Stations
 - GCP8000 Site Controllers

- GCM8000 Comparators
 - Motorola Solutions Logging Interface Equipment
 - PBX switches for Telephone Interconnect
 - NICE and Verint Logging Solutions (if purchased)
8. ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
9. Contractor will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
10. The following hardware components, if originally provided by Contractor, are eligible for full product replacement when necessary per the system release upgrade
- Servers
 - Workstations
 - Routers
 - LAN Switches
11. The following hardware components, if originally provided by Contractor, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
- GTR 8000 Base Stations
 - GCP 8000 Site Controllers
 - GCM 8000 Comparators
 - MCC 7XXX Dispatch Consoles
12. The ASTRO 25 SUA II does not cover all products. Refer to below section titled "Exclusions and Limitations" for exclusions and limitations.
13. Contractor will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation

services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

14. As system releases become available, Contractor will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - a. Review infrastructure system audit data as needed.
 - b. Identify additional system equipment needed to implement a system release, if applicable.
 - c. Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - d. Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - e. Program management support required to perform the certified system upgrade.
 - f. Field installation labor required to perform the certified system upgrade.
 - g. Upgrade operations engineering labor required to perform the certified system upgrade.
15. ASTRO 25 SUA II pricing is based on the system configuration outlined in the System Pricing Configuration explained below. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
16. The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
17. Contractor will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

Upgrade Elements and Corresponding Party Responsibilities

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

Contractor responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

- If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under the Agreement.
- Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- Advise Customer of probable impact to system users during the actual field upgrade implementation.
- Inform Customer of high speed internet connection requirements.
- Assign program management support required to perform the certified system upgrade.
- Assign field installation labor required to perform the certified system upgrade.
- Assign upgrade operations engineering labor required to perform the certified system upgrade.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Contractor will provide this training only once per system.

Customer responsibilities

- Contact Contractor to schedule and engage the appropriate Contractor resources for a system release upgrade.
- Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified by the Contractor, if applicable. Unless otherwise agreed in writing between Contractor and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- Provide high-speed internet connectivity at the zone core site(s) for use by Contractor to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in the section labeled “High-Speed Connectivity Requirements”. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- Provide or purchase labor to implement optional system release features or system expansions.
- Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

Items to be completed at least 30 days prior to a scheduled upgrade

Contractor responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
- Contractor reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

Customer responsibilities

- Validate system maintenance is current.
- Validate that all available security patches and antivirus updates to their system have been completed or contract Contractor to complete in time for the System Readiness Checkpoint.

System Upgrade

Contractor responsibilities

- Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

Customer responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide software upgrade services.

Upgrade Completion

Contractor responsibilities

- Validate all certified system upgrade deliverables are complete as contractually required.
- Deliver post upgrade implementation training to the customer as needed, up to once per system.
- Obtain upgrade completion sign off from the customer.

Customer Responsibilities

- Cooperate with Contractor in efforts to complete any post upgrade punch list items as needed.
- Cooperate with Contractor to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- Provide Contractor with upgrade completion sign off.

Exclusions and Limitations

1. The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Contractor and included in this SOW.
2. ASTRO 25 SUA II does not cover the following products:
 - a. MCC5500 Dispatch Consoles
 - b. MIP5000 Dispatch Consoles
 - c. Plant/E911 Systems MOTOBRIDGE Solutions ARC 4000 Systems
 - d. Motorola Public Sector Applications Software ("PSA")
 - e. Custom SW, CAD, Records Management Software Data Radio Devices
 - f. Mobile computing devices such as Laptops
 - g. Non-Motorola two-way radio subscriber products Genesis Products

- h. Point-to-point products such as microwave terminals and association multiplex equipment
3. ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
4. ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
5. ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Contractor is not responsible for management of anti-virus or other security applications, unless specifically contracted.
6. ASTRO 25 SUA II does not cover the backlog accumulation of security patches or antivirus updates.
7. Contractor will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Contractor will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
8. Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Contractor.

Special provisions

1. Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Contractor will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Contractor will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
2. Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
3. ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the

ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Contractor will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4. If Customer chooses to not have Contractor apply the security patches and antivirus updates and this delays or postpones the system software update, Contractor reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
5. If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Contractor reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
6. The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Contractor is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
7.18	Upgrade to Current Shipping Release
7.19	TBD
7.20	TBD
7.21	TBD
7.22	TBD

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.
- Future upgrades will be communicated by Motorola.

High-Speed Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms

System Pricing Configuration

Contractor will provide Customer with a pricing matrix configuration of hardware present at the site. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Exhibit J
Service Statement(S) Of Work and Service Terms and Conditions

SERVICE STATEMENT(S) OF WORK AND SERVICE TERMS AND CONDITIONS

Security Monitoring Service Overview

Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO system log monitoring.

Motorola's ASTRO Security Monitoring is a complete solution that reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Contractor for rapid resolution.

This Statement of Work ("SOW") is subject to the terms and conditions of Contractor Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Contractor and Customer may be referred to herein individually as a "Party" or together as "Parties"

1. Description of Security Monitoring Services

Anti-malware Monitoring

ASTRO comes installed with Anti-malware SW. Security Monitoring will ensure that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.

Authentication Monitoring

Windows and RSA logins are monitored for repeated failures and locked accounts.

Firewall Monitoring

The ASTRO system potentially has several firewall options. See Table 1 in the addendum for a list. In any of these firewall applications, Contractor provisions and deploys the firewalls with the ASTRO system. Contractor will monitor each one that has the firewall monitoring option.

IDS (Intrusion Detection System) Monitoring

An IDS is an option to ASTRO that may be deployed between the ASTRO firewall and the CEN.

Centralized Log Monitoring

ASTRO has an option that provides the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events.

2. Scope

The Motorola Secure Operations Center (SOC) consists of highly trained and experienced security professionals. When an event is detected, the technologists will run remote diagnostics and initiate an appropriate response. This response could include, but is not limited to, continuing to monitor the event for further development, attempting to remotely restore the system, or opening of a case for dispatch of a servicer.

3. Service Dependencies

It is mandatory that all Security Monitoring customers must have an active Security Update Service (SUS) subscription. In the absence of an active SUS subscription, the Security Monitoring service cannot be delivered.

4. Contractor Responsibilities

- Provide, maintain, and replace when necessary, HW and SW required to monitor ASTRO security elements. HW may include a firewall, router, or physical server. SW may include virtual servers either on the ASTRO core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.
- Verify connectivity and monitoring is active prior to system acceptance or start date.
- Coordinate with customer to maintain Motorola service authentication credentials.
- Maintain properly trained and accredited technicians. Monitor the customer's system 24/7/365 for malicious or unusual activity.
- Reports are posted to the SSC quality webpage. Contact your CSM for access.

5. Customer responsibilities

- Security Monitoring requires a connection from the customer's ASTRO system to Motorola's SOC in Schaumburg, Illinois. Motorola offers either a T1 option or a

Virtual Private Network (VPN) option through a customer supplied internet connection. Connectivity needs to be established before service commences.

- Allow Contractor continuous remote access to monitor the ASTRO system. This includes keeping the connection plugged-in, providing passwords, and working with Contractor to understand and maintain proper administration privileges.
- Provide continuous utility service to any Contractor equipment installed or utilized at the customer's premises to support delivery of this service.
- Provide customer contact information necessary to complete the Customer Support Plan. Notify your CSM within 2 weeks of any contact changes.
- As necessary, upgrade the ASTRO system to supported releases.
- Allow Contractor's dispatched-servicers physical access to the equipment when required.
- Comply with the terms of the applicable license agreements between customer and the non- Contractor software copyright owners.
- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide the services described in this SOW.

6. Disclaimer

Motorola disclaims any warranty and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

Potential ASTRO Firewalls

Network Interface

This firewall separates the ASTRO Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high- availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case.

System Resilience

This is an ASTRO option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.

Core Protection

This ASTRO option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.

Phone Interconnect

This ASTRO option allows calls to be made to/from ASTRO subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the T1 and ISSI interface.

Inter RF Subsystem Interface

This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system that could be Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.

Dispatch Console

The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.

Other

Customers may opt to install their own firewalls and want them monitored. The most common location is at console sites. The customer will have to work with Contractor to determine if and how custom firewalls can be monitored. There may also be additional charges.

7. Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Contractor Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

A. Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

B. Inclusions

Annual Preventive Maintenance service will be delivered on Contractor sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

C. Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- Emergency on-site visits required to resolve technical issues.
- Third party support for equipment not sold by Motorola as part of the original system.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or exchange.
- Network security services.
- Network transport.
- Information Assurance.
- Contractor services not included in this statement of work.
- Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-Tested Security Update Service when applicable.
- Tower climbs, tower mapping analysis or tower structure analysis

D. Contractor Responsibilities

- Notify the customer of any planned system downtime needed to perform this Service.
- Advise customer of issues that may require attention.
- Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

E. Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Contractor.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Contractor full, free, and safe access to the equipment so that Contractor may provide services. All sites shall be accessible by standard service vehicles.
- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide site escorts in a timely manner if required.
- Provide Contractor with requirements necessary for access to secure facilities.
- Obtain at Customer's cost all third party consents or licenses required to enable Contractor to provide the Service.

F. Servicer Responsibilities

- Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

- Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.
- Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.
- As applicable, use the Method of Procedure (MOPs) as defined for each task.

Table 1

Preventive Maintenance Tasks

Master Site Checklist – Level 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing of all devices
Data Collection Devices (DCD) if present	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date {within two weeks of current date) on CSMS
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.

Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (Coordinate with customer).
Domain Controllers (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

Prime Site Checklist – Level 1	
Software	
Verify System SW CD's	Perform audit of software media on site. Versions, KC, numbers, types, etc.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
Site Controllers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

Dispatch Site Checklist – Level 1	
General	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
DVD/CD	Verify / clean DVD or CD drive
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
Headset Unplugged Testing	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational

Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones).
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
Other Tests	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational

Equipment Room Tests	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diagnostics	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF Site Checklist – Level 1	
RF PM Checklist	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook	Complete Site PM checks - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD Checklist – Level 1	
MOSCAD Server	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD Client	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.

Password Verification	Site devices to verify passwords. Document changes if any found
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTUs	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity
Facilities Checklist – Level 1	
Visual Inspection Exterior	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
Generator	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.

Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

Microwave Checklist – Level 1	
General	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
Full Optimization	Perform full optimization per vendor specifications
Radio	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off-site storage
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm management server.
Waveguide	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
Dehydrator	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

Tower Checklist – Level 1 (NO INTERIOR ACCESS)	
General	
Line Sweeps	Perform signature sweep testing procedure and compare to baseline for any changes. Report any problems.
Structure Condition – FROM GROUND LEVEL ONLY	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
Tower Lighting	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Check guy wires for fraying and tension
Guy Wire Hardware	Check hardware for rust
Concrete Condition	
Tower Base	Check for chips or cracks

NETWORK EVENT MONITORING STATEMENT OF WORK

INTRODUCTION

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Contractor's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1. Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the Incident priority, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

2. Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

3. Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

4. Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

5. Limitations and Exclusions

Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements

must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

Additional support charges above and beyond the contracted service agreement fees may apply if Contractor determines that system faults were caused by the customer making changes to critical system parameters.

The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

- Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or exchange.
- Network security services.
- Network transport (WAN ports, WAN cloud, redundant paths).
- Information Assurance.
- Any services not expressly included in this statement of work.

6. Contractor Responsibilities

- Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.
- If determined necessary by Contractor, provide Motorola owned equipment for monitoring system elements. If Contractor installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table created upon establishment of a contract.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times

- Remotely access the customer's system to perform remote diagnosis as permitted by customer
- Create an Incident, as necessary. Gather information to perform the following:
 - Characterize the issue
 - Determine a plan of action
 - Assign and track the Incident to resolution.
 - Cooperate with customer to coordinate transition of monitoring responsibilities between Contractor and customer
 - Maintain communication as needed with the customer in the field until resolution of the Incident

7. Customer Responsibilities

- Allow Contractor continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Contractor or its authorized representative.
- Provide Contractor with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
 - Incident notification preferences and procedure
 - Repair Verification Preference and procedure
 - Database and escalation procedure forms.
- Submit changes in any information supplied to Contractor and included in the CSP to the CSM.
- Provide the following information when initiating a service request:
 - Assigned system ID number
 - Problem description and site location
 - Other pertinent information requested by Contractor to open an Incident.
- Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)

- Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- Provide all customer managed passwords required to access the customer's system to Contractor upon request or when opening a support ticket to request service support or enable response to a technical issue.
- Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters
- Obtain at Customer's cost all third party consents or licenses required to enable Contractor to provide the monitoring service.
- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide the services described in this SOW.
- Contact Contractor to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Contractor. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
- Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Contractor.
- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide the Network Event Monitoring.
- Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Event Definition table.

Engagement Matrix

The event types are based on the defined priority levels as follows:

Incident Priority	Definition	Engagement Times
Critical	<p style="text-align: center;"><u>Core:</u> Core server failures Core Link failure</p> <p style="text-align: center;"><u>Sites/Subsites:</u> Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down</p>	Response provided 24 hours, 7 days a week, including US Holidays.
High	<p style="text-align: center;"><u>Consoles:</u> Console positions down{>= 33%) Console Site Link Down</p> <p style="text-align: center;"><u>Sites/Subsites:</u> < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down</p> <p style="text-align: center;"><u>Devices:</u> Site Router/switch, GPS server down</p>	Response provided 24 hours, 7 days a week, including US Holidays.
Medium	<p style="text-align: center;"><u>Consoles:</u> Console positions down{< 33% at a site)</p> <p style="text-align: center;"><u>Sites/Subsites:</u> < 33% of channels down</p> <p style="text-align: center;"><u>Conventional Channels:</u> Less than 50% of conventional channel down</p>	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	<p style="text-align: center;"><u>Consoles:</u> Console positions down(< 33% at a site)</p> <p style="text-align: center;"><u>Sites/Subsites:</u> < 33% of channels down</p> <p style="text-align: center;"><u>Conventional Channels:</u> Less than 50% of conventional channel down</p>	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Setup and Maintenance
ASTR0@25	Internet VPN	Contractor
ASTR0@25	T1	Contractor
ASTR0@25	Ethernet	Contractor

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each zone

Monitored Elements Table

Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server IPDU
ARCADACS	DIU	WebGUI Probe
Jump Server	Packet Data Gateway	Probe Server

LAN Switch	Moscad Server	IPTT
Licensing Service	Net cool Server	IOUANTAR
Link	Network Address	IRDM
Logging Recorder	NX	RFS
Logging Replay Station	Object Server	RNG
LTE	OMADM	RTU
MDF	OP	Security
MGEG	OSP	Short Data Router
Microwave	OSS	TRAK
MME	ZDS	Trap Forwarder
SPM	Statistical Server	UCS
UPS	TENSR	WebGUI
VMS	UEM	VPM

*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.

ONSITE SUPPORT WITH DISPATCH STATEMENT OF WORK

INTRODUCTION

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times. The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Contractor will receive customer request for Motorola SSC OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Contractor will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1. Scope

Onsite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

2. Geographic Availability

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

3. Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

4. Contractor Responsibilities

- Receive service requests.

- Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
- Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.
- Provide the required personnel access to relevant customer information as needed.

5. Servicer Responsibilities

- Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- Replace defective Infrastructure or FRU, as supplied by customer.
- Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
- Escalate the Incident to the appropriate party upon expiration of a response time.
- Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
- Notify customer of Incident status as defined by the Customer Support Plan:
 - Open and closed; or
 - Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- Provide Incident activity reports to customer if requested

6. Customer Responsibilities

- Contact Contractor, as necessary, to request service.
- Provide Contractor with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - Incident notification preferences and procedure.

- Repair verification preference and procedure.
 - Database and escalation procedure forms.
 - Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola to open an Incident.
- Allow Servicicers access to equipment.
- Supply infrastructure or FRU, as applicable, in order for Contractor to restore the system.
- Maintain and store in an easily accessible location any and all software needed to restore the system.
- Maintain and store in an easily accessible location proper system backups.
- For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide these services.
- Obtain and provide applicable third party consents or licenses at Customer cost to enable Contractor to provide the Services.

Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	<p>Core: Core server failures Core Link failure</p> <p>Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down</p>
High	<p>Consoles: Console positions down(>= 33%) Console Site Link Down</p> <p>Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down</p> <p>Conventional Channels: >= 50% of conventional channels (CCGW) down</p> <p>Devices: Site Router/switch, GPS server down</p>
Medium	<p>Consoles: Console positions down(< 33% at a site)</p> <p>Sites/Subsites: < 33% of channels down</p> <p>Conventional Channels: Less than 50% of conventional channel down</p>
Low	<p>Consoles: Console positions down(< 33% at a site)</p> <p>Sites/Subsites: < 33% of channels down</p> <p>Convention Channels: Less than 50% of conventional channel down</p>

Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

<u>Incident Priority Level</u>	<u>Standard Response Time</u>
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as applicable)

TECHNICAL SUPPORT STATEMENT OF WORK

Overview

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1. Description

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the Priority Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Priority Level Response Goals Level Definitions stated in this document.

Contractor will track the progress of each Incident from initial capture to resolution. Contractor will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

2. Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See Priority Level Response Goals Level Definitions.

3. Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

4. Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- Third party support for equipment not sold by Motorola.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or exchange.
- Network security services.
- Network transport management.
- Contractor services not included in this statement of work.
- Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-Tested Security Update Service when applicable.

5. Contractor Responsibilities

- Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to Priority Level Response Time Goals for Medium, Low response times.

- Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Priority Level Response Time Goals section of this document and the Incident priority levels defined in the Priority Level Definitions section of this document.
- Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- Maintain communication with the customer in the field as needed until resolution of the Incident
- Coordinate technical resolutions with agreed upon third party vendors, as needed.
- Manage functionally escalated support issues to additional Contractor technical resources, as applicable.
- Determine, in its sole discretion, when an Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

6. Customer Responsibilities

- Provide Contractor with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- Supply suitably skilled and trained on-site presence when requested by the SSC.
- Validate issue resolution prior to close of the Incident in a timely manner.
- Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions and in the Priority Level Response Time Goals section in this document.

- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide the Technical Support
- Obtain at Customer's cost all third party consents or licenses required to enable Contractor to provide the Service.

Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	<p style="text-align: center;">Core: Core server failures Core Link failure</p> <p style="text-align: center;">Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down</p>
High	<p style="text-align: center;">Consoles: Console positions down(>= 33%) Console Site Link Down</p> <p style="text-align: center;">Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down</p> <p style="text-align: center;">Conventional Channels: >= 50% of conventional channels (CCGW) down</p> <p style="text-align: center;">Devices: Site Router/switch, GPS server down</p>
Medium	<p style="text-align: center;">Consoles: Console positions down(< 33% at a site)</p> <p style="text-align: center;">Sites/Subsites: < 33% of channels down</p> <p style="text-align: center;">Conventional Channels: Less than 50% of conventional channel down</p>
Low	<p style="text-align: center;">Consoles: Console positions down(< 33% at a site)</p> <p style="text-align: center;">Sites/Subsites: < 33% of channels down</p> <p style="text-align: center;">Convention Channels:</p>

	Less than 50% of conventional channel down
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Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Infrastructure Repair with Advanced Replacement Overview

Infrastructure Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Contractor's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Contractor's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1. Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

2. Inclusions

Infrastructure repair with advanced replacement is available on Motorola sold infrastructure including integrated 3rd party products. Contractor will make a "Commercially Reasonable Effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

3. Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Contractor may return said equipment to the customer without repair or replacement. The following items are excluded from Infrastructure Repair with Advanced Replacement:

- All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- All third party infrastructure hardware over three (3) years from product cancellation date.
- All broadband infrastructure three (3) years from product cancellation date
- Physically damaged infrastructure.

- Third party equipment not shipped by Motorola.
- Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- Video retrieval from digital in-car video equipment.
- Infrastructure backhaul including but not limited to, antennas, antenna dehydrators, microwave, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS
- Test equipment.
- Racks, furniture and cabinets.
- Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- Firmware and/or software upgrades.

4. Contractor Responsibilities

- Enable customer access to a call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
 - During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible dependent upon stock availability and configuration requested. Contractor will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as

weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

- When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.
- When sending a loaner FRU to customer, Contractor will pay for outbound shipping charges. Inbound shipping to Contractor for repair is the responsibility of the customer. Contractor will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to the below table for shipping charge detail.
- Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.
- Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.
- Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock
- Receive malfunctioning infrastructure from customer and document its arrival, repair and return.
- Perform the following service on Motorola infrastructure:
 - Perform an operational check on the infrastructure to determine the nature of the problem.
 - Replace malfunctioning Field Replacement Units (FRU) or components.
 - Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable
 - Perform a box unit test on all serviced infrastructure.
 - Perform a system test on select infrastructure.
- Provide the following service on select third party infrastructure:
 - Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found {NTF} to third party vendor for repair, when applicable.

- Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
- For loaner equipment, Contractor will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Contractor will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

5. Customer Responsibilities

- Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.
- Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.
- Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.
- Follow Contractor instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- Provide customer purchase order number to secure payment for any costs described herein.
- Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs. See the below table for shipping charges.
- Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

- Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Contractor for evaluation and repair. Customer must send the return air bill back to the repair depot in order to ensure proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.
- For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Contractor.
- Clearly print the return authorization number on the outside of the packaging.
- Maintain information of software/applications and firmware for re-loading of infrastructure.
- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide the infrastructure repair services to customer.

Shipping Charges

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Contractor
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier* (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Contractor
Loaner (Outbound to customer)	Contractor
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Contractor
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers - FedEx and OHL