

STARCOM21 Master Contract #CMS3618850

Attachment D – Pricing

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This **Attachment D – Pricing** is attached to and made a part of the STARCOM21 Master Contract **CMS3618850**. No modification, amendment or waiver of any provision of this Attachment shall be effective unless approved in writing by each of the parties hereto. Capitalized terms not otherwise defined in this **Attachment D** or **Attachment E** shall have the meanings given to such terms elsewhere in the Contract.

1) Pricing for STARCOM21 Master Contract CMS3618850

State Agencies, other Government Users (any governmental entity other than a State agency) and eligible Non-Governmental Users (as defined in **Attachment E** of the STARCOM21 Master Contract **CMS3618850** to mean an entity that is a legally constituted organization created by private persons or organizations with no participation or representation of any government) may procure STARCOM21 Network Infrastructure Services and Equipment as described below to include all related hardware, software, services and equipment to be used for the purpose of operating on or interfacing with the STARCOM21 network. In addition, any related STARCOM21 Network Infrastructure Services related training, professional services; warranty and maintenance sold by Motorola Solutions may be procured.

2) Infrastructure Equipment, Parts and Accessories

Available pricing is limited to items that will be purchased by an agency related to the build out, operation, upgrade, expansion, and integration of STARCOM21 into Governmental and eligible non-Governmental operations and subscribing to the services offered under this contract.

Eligible STARCOM21 Infrastructure equipment, parts and accessories are available non-exclusively and includes but is not limited to the hardware, software, mounting/installation equipment, support equipment, and accessories associated with RF Network Control equipment, programming and network management software, fixed RF equipment, RF site equipment, antenna equipment, dispatch hardware and software, dispatch site equipment and furniture, IP networking equipment, interoperability hardware and software, GPS location hardware and software, towers, shelters, sites on wheels (SOWs), backhaul equipment, satellite and cellular infrastructure hardware, consoles, control stations, base stations, in-building coverage equipment, test equipment, generators, and UPS's specifically excluding subscriber equipment (mobile and portable radios and vehicular repeaters)

Eligible Infrastructure equipment, parts and accessories purchased under the terms of this contract will receive a 25% discount off the current user's list for Motorola branded equipment, as published in Motorola's Price Catalog at the time of purchase. Third party equipment sold by Motorola Solutions and under the terms of this contract will receive a 10% discount off the current price. Third party equipment sold by Motorola Solutions that qualifies for the 10% discount is currently identified as those products under the following Motorola Accounting Product Codes (APC): 118, 131, 183, 417, 457, 515, 557, 207, 329, 708, 262, 415, 904, 906, 907, 908, 910, 866, 229. Third party equipment APC codes change periodically. Motorola Solutions shall provide updated third party APC codes as needed.

Hardware and software pricing will be based on the current published price at time of purchase in the Motorola Price Catalog available through Motorola Online at <http://businessonline.Motorola.com>. Items that are not currently listed in the Motorola Price Catalog (i.e. new or custom items) items can be quoted on a case-by-case basis.

Leasing and Financing Options

All equipment and services provided under this contract can be financed under a conditional sales agreement, lease agreement, or municipal lease-purchase agreement. Any financing for equipment and services would be executed under a separate financing agreement as agreed to by the parties. Users are not required to use leasing and financing options provided by Motorola Solutions.

Impact Fees

Users that require enhanced coverage, features or other network functionality beyond the current capabilities of the STARCOM21 Network in accordance with **Attachment C, Section 1.4** may be assessed an Impact Fee by Motorola Solutions. The impact fee is a

STARCOM21 Master Contract CMS3618850

Attachment D – Pricing

negotiated onetime charge quoted on a case-by-case basis to enable Motorola Solutions to make the incremental investment necessary to enable the requested enhancements without affecting the rate structure. Enhancements funded by impact fees are integrated into the STARCOM21 network and are available for use by all participating STARCOM21 Users. Motorola Solutions retains ownership (as negotiated between the parties) of the infrastructure equipment funded by an Impact Fee and is responsible for ongoing maintenance and operation. Standard airtime rates still apply to Users that request enhancements funded by Impact Fees. Impact Fee infrastructure improvements may be procured under the terms of this contract.

3) Maintenance

State Agencies, other Government Users and eligible Non-Governmental Users (as defined in **Attachment E** of the STARCOM21 Master Contract **CMS3618850**) may procure Maintenance Services from Motorola Solutions as required to support STARCOM21 Infrastructure Equipment and related Software supported by Motorola Solutions, owned by STARCOM21 Users and being used on the STARCOM21 network. Maintenance Services may include but not be limited to Advance Replacement, Infrastructure Repair, Dispatch Services, Network Monitoring Services, Technical Support, Software Maintenance and Onsite Infrastructure Response as required to provide preventive and corrective maintenance. An executed Maintenance Service Agreement is an independent agreement between Motorola Solutions and the User. The terms and conditions of the Service Agreements will be in accordance with the maintenance services purchased but in matters of conflict the STARCOM21 master contract shall take precedence.

Services related to the maintenance of Subscriber Radios are specifically excluded from the scope of this contract. Maintenance Services purchased under the terms of this contract will receive a 20% discount off the current pricing as published in the Motorola Solutions Electronic Catalog available through Motorola Online at <http://businessonline.Motorola.com>.

Software Maintenance and Upgrades

STARCOM21 Users may procure Software Maintenance and Upgrade Services from Motorola Solutions as required related to STARCOM21 Infrastructure Equipment supported by Motorola Solutions owned by STARCOM21 Users and being used on the STARCOM21 network. Software Maintenance Services may include but not be limited to ASTRO 25 Software Maintenance Agreement (SMA), ASTRO 25 System Upgrade Agreement (SUA), and ASTRO 25 System Upgrade Agreement II (SUA II) as required to support the operation of the Network. An executed Software Maintenance Agreement or System Upgrade Agreement is an independent agreement between Motorola Solutions and the User. The terms and conditions of the Agreements will be in accordance with the services purchased but in matters of conflict the STARCOM21 master contract shall take precedence. Software Maintenance and Upgrade Services will be quoted on a case-by-case basis.

Software maintenance (SMA) pricing will be available through Motorola Online at <http://businessonline.Motorola.com>. Software maintenance purchased under the terms of this contract will receive a 5% discount off of Motorola's list price. Pricing for System Upgrades (SUA/SUA II) is variable based on hardware configuration, User requirements and other factors and is custom quoted. Labor and hardware required to implement software upgrades will be priced per the rates and discounts outlined in **Section 2)** and **6)** of this **Attachment D – Pricing**.

4) Connectivity

Connectivity Services can be sourced from Motorola Solutions to provide connection of User-Owned Sites and Dispatch locations to the STARCOM21 System. Connectivity Service may be provided utilizing a variety of technologies depending on the location, site considerations and User requirements. The technologies that may be utilized include, but are not limited to, Microwave, Satellite, Terrestrial T1, Fiber and various wireless solutions utilizing both public and private networks. Any technology deployed must be suitable for Public Safety Communications and approved by the STARCOM21 Oversight Committee and/or its designee. Users are not required to procure Connectivity Services from Motorola Solutions. Motorola Solutions will not be responsible for management, maintenance or performance of Connectivity Services provided by others unless otherwise agreed by the parties.

Connectivity Services sourced from Motorola Solutions include the Physical Link as well as the installation, integration, maintenance and management services required to ensure performance. New requests for Products and/or maintenance services required to provision Connectivity Services will be quoted on a case-by-case basis.

STARCOM21 Master Contract CMS3618850

Attachment D – Pricing

ISP Console Connectivity Agreement

Motorola Solutions will provide Connectivity Services for the Illinois State Police Dispatch Centers per the current configuration for a fee of \$79,167 per month. The fee will be adjusted as required to reflect the addition or deletion of individual circuits related to consolidation of Dispatch facilities or other operational changes. Fees for specific circuits vary.

5) Training

Motorola Solutions will make available to STARCOM21 Users standard resident training courses as listed in their Motorola Solutions Training Catalog. Standard resident courses are only available at the catalog price. Motorola Solutions can provide customized resident or field classes at a Users request. Pricing for customized resident or field classes will be negotiated between the parties. Users should contact their local Motorola Solutions representative for information on how to access the training.

6) Engineering, Installation and Professional Services

The State may utilize Motorola Solutions services for Additional Work as may be required during the term of this contract (work not specifically priced in the STARCOM21 Master Contract, i.e., consultation, systems integration, equipment installation, project management, and engineering support, etc.) Any Technical and Professional Services utilized must be in support of the use of the STARCOM21 Network Infrastructure and Service or to assist in diagnosing system level subscriber issues. The State may authorize Motorola to perform Additional Work, including furnishing the necessary materials, labor and equipment to accomplish the work, provided that the changes are not of such magnitude as to constitute a substantial or material variation of this contract. All Additional Work will be preceded by a request from the State to Motorola for an Additional Work quotation. The rates identified below shall apply to standard, routine work. For more complex projects that fall within the scope of this contract, Motorola will provide a quotation detailing the scope of work and contract deliverables. Upon the State's acceptance of the quotation and agreed upon Statement of Work, Vendor will be provided authorization to proceed.

Technical and Professional Services can be purchased from Motorola Solutions with a discount off standard pricing. The 2012 day rates with discount are listed. Motorola Solutions may increase the day rate annually by a percentage at or below the current Consumer Price Index as published by the United States Commerce Department. A Day is defined as 8 hours, during normal business hours Monday – Friday, 8-5p. Work required after hours or weekends may be billed at time and a half. Minimum billing is one hour unless otherwise agreed to between the parties.

Service Category	Base Discount	Standard Rate (2012 Base Line)		Discounted Rate (2012 Base Line)	
		Day Rate	Hourly Rate	Day Rate	Hourly Rate
Technician Services	20%	\$1823	\$228	\$1458	\$182
System Technologist Services	20%	\$1823	\$228	\$1458	\$182
Engineering Services	12%	\$1823	\$228	\$1604	\$200
Program Management Services	12%	\$1823	\$228	\$1604	\$200

7) Rate Classifications and Airtime Fees

STARCOM21 Users will be charged airtime fees based on the following rate classifications. Eligibility for a specific rate is contingent on meeting the criteria for the respective rate class and is subject to review and approval by Motorola Solutions and the STARCOM21 Oversight Committee and/or its designees. All requests to join the STARCOM21 network will be subject to the approval of the STARCOM21 Oversight Committee and/or its designees and will require Motorola Solutions to comply with the process to add STARCOM21 Users identified in **Attachment C, Section 1.4** of the STARCOM21 Master Contract **CMS3618850**. In addition Motorola Solutions will comply with the following:

STARCOM21 Master Contract CMS3618850

Attachment D – Pricing

- A. Make a good faith determination of the total busy hour traffic that the potential STARCOM21 User will generate.
- B. Determine which STARCOM21 sites will be affected by the potential STARCOM21 User.
- C. Determine that the addition of the potential STARCOM21 User traffic does not cause each of the affected sites to exceed the contractual Grade of Service.
- D. Give notice to the State that the potential STARCOM21 User will not cause any of the affected sites to exceed the contractual Grade of Service (GOS).

The following is a listing of the available STARCOM21 rate classifications and the corresponding airtime fees:

Rate Category	Description	Year 1	Year 2 -10	Loading Discount* (per every 500 radios over 36,000) Based on Total System User Count
Statewide Use*	Allows for routine Statewide system access.			
	State Agency User Count <=9,500	\$53/mo	\$65/mo	\$1 (up to \$30 max discount)
Level 1 Reduction	State Agency User Count >9,500 & <=13,000	N/A	\$58/mo	\$1 (up to \$23 max discount)
Level 2 Reduction	State Agency User Count >13,000 & <=16,000	N/A	\$54/mo	\$1 (up to \$19 max discount)
Level 3 Reduction	State Agency User Count >16,000	N/A	\$50/mo	\$1 (up to \$15 max discount)
County Use	Applies to Users that typically operate within the geographic boundaries of a single designated County. Usage outside the designated County is allowed only for emergency or mutual aid situations.			
		\$35/mo	\$39/mo	\$1 (up to \$11 max discount)
Local Use	Applies to Users that typically operate within the jurisdictional boundaries of a City, Village, Town or designated campus type environment. Usage outside the designated boundaries is allowed only for emergency or mutual aid situations.			
		\$30/mo	\$34/mo	\$1 (up to \$9 max discount)
Limited Use	Applies to Users that require access on a limited basis for the purpose of mutual aid, interoperability or intermittent operations. May also apply to occasional access to data features, local emergency and event coordination outside of the ITTF program irregular or infrequent use.			
		\$18/mo	\$18/mo	None
Specialty Use	Applies to Users that require only occasional emergency use of the network or as authorized under agreement with the Illinois Terrorism Task Force (ITTF), IDPH or other entities as approved by the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions.			
		\$10/mo	\$10/mo	None

STARCOM21 Master Contract CMS3618850

Attachment D – Pricing

Campus Use	Applies to Users with geographically concentrated operations and high User counts. Typical examples include prisons, college campuses or hospitals. Assumes Users will rarely roam off their designated campus. Use of the Campus Use rate is subject to the approval of the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions. Rates are negotiated on a case-by-case basis and are determined by assessing User operational and technical parameters and will be reviewed by the STARCOM21 Oversight Committee and/or its designee. Rates are memorialized in the State’s Basic Ordering Agreement (BOA) for State Agency Users and in User Agreements for non-State Agencies Users.			
		Variable	Variable	None
Port Access	Applies to Users that have unique requirements and do not fit any of the defined rates categories. Typically Port Access will apply to operation on User owned sites connected to the STARCOM21 Network Master Site. Port user fees are negotiated between Motorola Solutions and the applicant Agency(s) on a case-by-case basis. Port access is subject to STARCOM21 Oversight Committee approval and/or its designee.			
		Variable	Variable	None
Gateway Access	<p>There are two types of Gateway Access supported, traditional Audio Patching and P25 ISSI.</p> <p>Audio Patching Users that require Gateway Access for audio patching that has been approved by the STARCOM21 Oversight Committee and/or its designee will pay a monthly fee for Gateway Use which shall be calculated as follows:</p> <ul style="list-style-type: none"> • The base rate shall be equivalent to the Specialty Rate (\$10 per radio per month) • Usage outside the parameters of the Specialty rate shall be charged airtime as follows: <ul style="list-style-type: none"> ○ ISR Sites – \$1 per minute/per site (rounded to the nearest minute and billed monthly) ○ Simulcast Sites – \$2.25 per minute/per site (rounded to the nearest minute and billed monthly) <p>P25 ISSI Project 25 (P25) Inter RF Subsystem Interface (P25 ISSI) provides an IP interface for connecting multiple P25 systems together. This will allow users to roam onto other P25 systems providing network-to-network interoperability and will be used as approved by the STARCOM21 Oversight Committee and/or its designee.</p> <ul style="list-style-type: none"> • The specific rate structure for P25 ISSI services will be determined when the technology is fully enabled on the STARCOM21 network. An associated Impact Fee and the installation of User purchased Infrastructure equipment may also be required to utilize P25 ISSI services. 			
		Variable	Variable	None
Dual Radio Discounting*	Users with vehicles that have a mobile and portable STARCOM21 radio assigned would be billed at the \$18 per month Limited use rate for their secondary radio. The primary radio would be billed at their normal rate class. Limitations apply. See notes below.			
		\$18/mo	\$18/mo	None

Eligibility for specific rate classifications would be contingent on agreement to the following terms and conditions:

- The STARCOM21 Oversight Committee and/or its designee has the responsibility to determine eligibility for the appropriate use of defined rate classifications
- The County, Municipal, Campus User and Specialty rates limit routine use of the network to the jurisdictional boundaries of the User. Roaming would be allowed only in an emergency or mutual aid situation or for any scheduled emergency response drills. Motorola will track usage and if it is determined that any user was routinely operating outside its normal operational jurisdiction, they would be notified. If such usage continues, they would be invoiced at the standard Wide-Area rate.

STARCOM21 Master Contract CMS3618850

Attachment D – Pricing

- All Government and Non-Governmental Users would still be required to provide frequencies sufficient to support the loading on their operational sites and maintain GOS unless otherwise determined by the STARCOM21 Oversight Committee and/or its designee.
- The purchase of User equipment is the responsibility of each User.
- If Gateway traffic will impact a site(s) Grade of Service, the Gateway User may be required to license frequency(s) to the affected STARCOM21 Network site(s) being impacted by Grade of Service.
- A State Agency may add Additional Users to the System during the entire Contract Term, subject to terms and conditions stated elsewhere in the Contract.
- ***Statewide Use Rate** – Level 1-3 Statewide Use rate reductions would be available to all STARCOM21 Subscribers and are determined by the total number of State Agency Users active on the Network. As of contract signing the State has approximately 6,000 active State Agency Users. State Agency Users of any rate class except Specialty Users would be counted to determine the State Agency User count in the rate table. i.e. if the State had 8,500 Statewide users and 1,000 Limited Use Users the total State Agency User count would be 9,500. As such State Agency Users are not committed to use only their Statewide Use subscribers in order to count toward the total State Agency User count as long as it maintains a minimum of 5,000 radios at the statewide rate as part of their 6,000 radio minimum commitment as described in **Attachment C, Section 1.3.2.1 (B)**. The State Agency User count would be assessed at the end of each fiscal year with rate changes, if any, would happen the following fiscal year.
- ***Loading Discount** – Discount would apply to all STARCOM21 Subscribers under the following conditions. A \$1 rate reduction would be applied to all rate classes excluding Specialty Use, Limited Use, Port Access and Gateway Access for every 500 radios over 36,000 radios that subscribe to the STARCOM21 System. The 36,000 radio count does not include Specialty Users or Port Access Users. See rate table above for maximum discounting allowed.
- ***Dual Radio Discounting** – Applies to vehicles equipped with a mobile and portable radio assigned to one User. Examples include a vehicle with a permanently installed mobile radio and a User assigned portable radio or a vehicle with a Vehicular Repeater System and a User assigned portable radio. In any approved scenario, the first radio is billed the applicable appropriate statewide, county, or municipal rate and the second radio is billed at the occasional use rate. The dual radio discount may be applied to two radios of the same type subject to the approval of the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions. In year 1, the dual radio discount will be made available as described to new Users of the County and Municipal Use rate class only. In year 2, the dual radio discount will be available to all Users. State Agency Users will be able to take advantage of the dual radio discount subject to the conditions above as long as it maintains a minimum of 5,000 radios at the statewide rate as part of their 6,000 radio minimum commitment as described in **Attachment C, Section 1.3.2.1 (B)**.
- Rates are the maximum that can be billed for a rate class. Motorola Solutions and the State reserve the right to negotiate future discounts.

8) Feature Options

The use of the following services is enabled by STARCOM21 Network specific feature options made available through the network. The use of all STARCOM21 Network feature options needs to be approved by the STARCOM21 Oversight Committee to determine system impact. Newly developed feature options and associated costs will be negotiated between the parties as they are made available.

STARCOM21 Network specific feature options are designed and made available as a function of Motorola brand equipment. Motorola Solutions assumes no responsibility for non-Motorola brand equipment functionality or compatibility with STARCOM21 Network specific feature options. Non-Motorola brand equipment users that operate on the STARCOM21 Network must work with Motorola to determine if the feature options available on their equipment are compatible with the STARCOM21 Network.

GPS Services

The STARCOM21 network supports GPS polling using Project 25 Integrated Voice and Data. GPS location data can be provided via an IP connection to the STARCOM21 network. GPS polling requires GPS equipped portable or mobile radios and is only supported for Motorola subscriber radios. Agencies requesting the use of GPS polling over STARCOM21 must provide IP network connectivity to the STARCOM21 network and the mapping application. Any integration services that must be performed by Motorola Solutions

STARCOM21 Master Contract CMS3618850

Attachment D – Pricing

would be per the labor rates defined under professional services. GPS polling rates are subject to available network bandwidth in the desired service area and subject to approval by the oversight committee.

GPS Services are not included in the base airtime rates. GPS Service will be provided at rates per the following table:

Option	Description	Year 1 -10
GPS Polling	GPS Polling can be added to any radio being used in all rate classes other than Specialty Use.	\$2/radio/mo.

The State retains first right of refusal as it relates to Zone level investments in network infrastructure for the enablement of the GPS Service and will notify Motorola Solutions of its intent to invest. For any User that has made a Zone level GPS infrastructure investment, GPS Polling fees will be waived for the duration of their use of the STARCOM21 Network and access will be granted wherever GPS Polling is available throughout the System. As it relates to GPS Polling fee waiver eligibility, State Agency Users as a group are considered to be one User.

Over-The-Air-Programming (OTAP)

In some cases Motorola Solutions has enabled radios, with the Over-The-Air-Programming (OTAP) option for its exclusive use in facilitating required programming changes.

Access to this feature is restricted to Motorola's use unless the OTAP option has been purchased by the user.

Motorola can provide programming services on OTAP enabled radios per the fee structure listed in Table B. Pricing is based on the number of radios in each customer's fleet and applies regardless of the number programmed at any one time. For purposes of calculating the OTAP programming fee, the fleet count for the State is defined as the total number of radios active on the system for all State Agencies.

Agencies that choose to program their own radios must purchase the OTAP option and any additional infrastructure and software required to support it. Network access for Users requesting to use OTAP to program their own radios represents a potential security risk and is subject to review and approval by the STARCOM21 Oversight Committee and/or its designee.

OTAP is performed via Project 25 standard Integrated Voice and Data. Motorola Solutions provides Customer Programming Software (CPS) for Motorola branded subscriber radios. Subject to STARCOM21 Oversight Committee and/or its designee approval, the STARCOM21 network supports OTAP for non-Motorola radios that can perform the OTAP function via standard Project 25 Integrated Voice and Data. Users wishing to perform OTAP for non-Motorola radios would be responsible for providing the programming terminals, programming software, and IP networking connectivity for said terminals to program the non-Motorola branded radios.

Table B

<i>Total Radios Leased/Owned per Customer*</i>	Programming Fee
0 – 2999 Radios	\$60/radio/programming
3000 and Over	\$40/radio/programming

* State of Illinois agencies as a group are considered to be one customer.

STARCOM21 Master Contract CMS3618850

Attachment D – Pricing

The OTAP Programming Fee Includes the Following Services:

- Template Review
- Program Management and Coordination with End User
- Programming of the Radio
- Upload Verification
- Database Administration for Any Changes

OTAP Programming Fee Assumptions:

- Programming Occurs During Normal Business Hours*
- One template per 100 radios**
- Customer will Provide a Single Point of Contact for coordination of programming with End Users
- Excludes Codeplugs with wav files

* Emergency requests will be accommodated for an additional fee

**Supplemental fees may apply if additional template verification/edits are required.

9) Government and Non-Governmental Users

To be eligible for State pricing, Government and Non-Governmental agencies must understand that they are limited to the functional capabilities of the STARCOM21 System and must understand that all terms and conditions of the STARCOM21 Master Contract CMS3618850 are applicable.

If a Government or Non-Governmental agency cannot or is not willing to be limited to the functional capabilities of what the STARCOM21 System has to offer or is unable or unwilling to accept the terms and conditions of the STARCOM21 Master Contract, then if the Government or Non-Governmental agency so elects, it may enter into a separate agreement with Motorola Solutions which may include provision of additional services and enhancements to the System. Any such agreement between Motorola Solutions and the Government or Non-Governmental agency will ensure that System performance is not adversely affected in accordance with all terms and conditions of the STARCOM21 Master Contract and is subject to the approval of the STARCOM21 Oversight Committee and/or its designee. To the extent that any Government or Non-Governmental agency authorizes Motorola Solutions to use that agency's resources in connection with the System (*e.g.*, frequencies, towers, sites, etc.), all STARCOM21 Subscribers shall be entitled to use such resources in connection with their use of the System.

10) 2nd Subscriber Programming – (State Agency Users)

Motorola Solutions will extend its commitment to provide a 2nd programming on up to 6,000 State Agency radios acquired under the original STARCOM contract minus the number of State Agency radios that have received the 2nd programming already. The State agrees to coordinate the 2nd programming with the 2nd touch for rebanding done under the 800MHz Reconfiguration Project described in **Attachment F** of this master contract. This 2nd programming carryover commitment will be performed at no cost to the State for labor. Motorola Solutions commitment to provide a 2nd programming will expire December, 31 2013 or at end of the completion of the 2nd touch for rebanding, whichever is later. The State and Motorola Solutions may mutually agree to alternate consideration to fulfill the 2nd programming obligation.