

CITY AND COUNTY OF SAN FRANCISCO
PURCHASING DEPARTMENT

COPY

FIRST AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of May 18, 1998, in San Francisco, California, by and between MOTOROLA, INC. ("Contractor"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), acting by and through its Director of Purchasing,

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the City agree as follows :

1. Definitions. The following definitions shall apply to this Amendment:

(a) Agreement. The term "Agreement" shall mean the Agreement dated September 22nd 1997 between Contractor and City.

(b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) In Section 1.01 of the Agreement, the definition of "EQUIPMENT" currently reads as follows:

"EQUIPMENT" means the hardware, software, furniture, housing and any other item required to install, operate, support and maintain the Project, which equipment shall be specified in the Statement of Work and Services. Equipment for the Project shall be classified as follows: (i) "Fixed Network Equipment": any equipment permanently installed at a specific site including trunked radio system, microwave transmission system, console control equipment and system manager equipment and terminals; (ii) "Mobile Equipment": any equipment installed in a vehicle for operation; (iii) "Portable Equipment": any equipment carried by personnel for operation; and (iv) "Test and Support Equipment": any equipment, which may be fixed, mobile, portable, or vehicular, required to check, accept, support, administer and maintain the Project.

Such definition is hereby amended in its entirety to read as follows:

"EQUIPMENT" means the hardware, software, furniture, housing and any other item required to install, operate, support and maintain the Project, which equipment shall be specified in the Statement of Work and Services. Equipment for the Project shall be classified as follows: (i) "Fixed Network Equipment": any equipment permanently installed at a specific site including trunked radio system, microwave transmission system, console control equipment and system manager equipment and terminals; (ii) "Mobile Equipment": any equipment installed in a vehicle for operation; (iii) "Portable Equipment": any equipment carried by personnel for operation; (iv) "Mobile Data Equipment": any equipment, whether it be Fixed Network Equipment, Mobile Equipment, or Portable Equipment which is required to support mobile computing devices, or the mobile computing devices themselves, and which equipment is denoted by one of the following Motorola APC codes: 170, 232, 381, 403, 503, 508, 509, 554, 629, 680, 736, or 855; and

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(v) "Test and Support Equipment": any equipment, which may be fixed, mobile, portable, or vehicular, required to check, accept, support, administer and maintain the Project

(b) In Section 1.01 of the Agreement, the definition of "GENERAL MANAGER" currently reads as follows:

"GENERAL MANAGER" means the General Manager of the Division of Telecommunications of DTIS, or authorized representative or deputy.

Such definition is hereby amended in its entirety to read as follows:

"GENERAL MANAGER" means the E-911 Project Director of DTIS, or authorized representative or deputy.

(c) Section 4.02 (a) of the Agreement currently reads as follows:

(a) In addition to the Equipment purchased for the Project, the City may, but is not obligated to, purchase any additional Equipment ("Additional Equipment") subject to Section 3.03(e). For any Additional Equipment, City shall pay an additional amount over the Project Price. To the extent the Equipment to be purchased constitutes User Equipment, the amount payable by the City shall be based upon the Additional Equipment Price Schedule, attached hereto as Exhibit G, subject to the following discounts: Fixed Equipment—twenty-seven percent (27%), Mobile Equipment—twenty-seven percent (27%), Portable Equipment—twenty-seven percent (27%), Equipment parts—fifteen percent (15%), Batteries—discount given to the State of California under the Master Contract, dated February 1, 1997 (Contract No. 01CAC00408). To the extent the Equipment to be purchased constitutes Fixed Network Equipment, the amount payable by the City shall be based upon the price assigned to the particular piece of Equipment in the Project Cost Itemization Schedule. The prices set forth in the Additional Equipment Price Schedule and the Project Cost Itemization Schedule include all shipping, freight and handling cost to delivery the Equipment to the City. Any taxes, imposition or fee imposed by any governmental entity on the Additional Equipment shall be payable by the City upon delivery and installation of the Equipment and passage of the applicable portion of the Acceptance Test Plan. All purchases of Additional Equipment shall be subject to prior approval of the Purchaser and the Controller. If the Equipment is ordered prior to Final Acceptance of the Project, City shall pay for the Equipment in accordance with the Payment Schedule set forth in Section 4.05 hereof. If Equipment is ordered after Final Acceptance of the Project, City shall pay for the Equipment as follows: one hundred percent (100%) after delivery and installation of the Equipment and passage of the Acceptance Test Plan agreed upon by the parties for such piece of Additional Equipment. Should any Equipment on the price list become unavailable or obsolete, the City shall have the right to purchase any new item of Equipment that is functionally similar to the unavailable or obsolete Equipment. The price of the new item of Equipment shall equal the lesser of (i) the published list price of the Equipment less any applicable governmental discount (exclusive of federal discounts) and (ii) the price of the unavailable or obsolete Equipment. The Contractor acknowledges that this Master Agreement does not obligate the City to purchase any of the Additional Equipment from the Contractor. The City may elect to purchase such Equipment from any third party. Furthermore, the City reserves the right to purchase the Additional Equipment, but have a third party install such Equipment.

Such Section is hereby amended in its entirety to read as follows:

(a) In addition to the Equipment purchased for the Project, the City may, but is not obligated to, purchase any additional Equipment ("Additional Equipment") subject to

Section 3.03(e). For any Additional Equipment, City shall pay an additional amount over the Project Price. To the extent the Equipment to be purchased constitutes User Equipment, the amount payable by the City shall be based upon the Additional Equipment Price Schedule, attached hereto as Exhibit G. Equipment not listed in Exhibit G shall be reduced by the following discounts taken from Motorola's Domestic Net User Price: Fixed Equipment—twenty-seven percent (27%), Mobile Equipment—twenty-seven percent (27%), Portable Equipment—twenty-seven percent (27%), Equipment parts—fifteen percent (15%), Batteries—discount given to the State of California under the Master Contract, dated February 1, 1997 (Contract No. 01CAC00408), and Mobile Data Equipment—eleven percent (11%). To the extent the Equipment to be purchased constitutes Fixed Network Equipment, the amount payable by the City shall be based upon the price assigned to the particular piece of Equipment in the Project Cost Itemization Schedule. The prices set forth in the Additional Equipment Price Schedule and the Project Cost Itemization Schedule include all shipping, freight and handling cost to deliver the Equipment to the City. Any taxes, imposition or fee imposed by any governmental entity on the Additional Equipment shall be payable by the City upon delivery and installation of the Equipment and passage of the applicable portion of the Acceptance Test Plan. All purchases of Additional Equipment shall be subject to prior approval of the Purchaser and the Controller. If the Equipment is ordered prior to Final Acceptance of the Project, City shall pay for the Equipment in accordance with the Payment Schedule set forth in Section 4.05 hereof. If Equipment is ordered after Final Acceptance of the Project, City shall pay for the Equipment as follows: one hundred percent (100%) after delivery and installation of the Equipment and passage of the Acceptance Test Plan agreed upon by the parties for such piece of Additional Equipment. Should any Equipment on the price list become unavailable or obsolete, the City shall have the right to purchase any new item of Equipment that is functionally similar to the unavailable or obsolete Equipment. The price of the new item of Equipment shall equal the lesser of (i) the published list price of the Equipment less any applicable governmental discount (exclusive of federal discounts) and (ii) the price of the unavailable or obsolete Equipment. The Contractor acknowledges that this Master Agreement does not obligate the City to purchase any of the Additional Equipment from the Contractor. The City may elect to purchase such Equipment from any third party. Furthermore, the City reserves the right to purchase the Additional Equipment, but have a third party install such Equipment.

(d) Section 4.06 (a) of the Agreement currently reads as follows:

Submitting Invoices. At every Payment Milestone, Contractor shall have the right to submit an invoice to DTIS for the amount due and owing at such milestone. Invoiced amounts shall be based upon the Project Cost Itemization Schedule subject to any change orders or any unwaived liquidated damages payable by Contractor. All invoices shall provide a detailed list of the cost. All invoices must be in a form acceptable to the General Manager. All amounts paid shall be subject to audit by the City pursuant to Section 4.12 hereof. All invoices shall be mailed or delivered to:

General Manager of the Division of Telecommunications
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, California 94124

Such Section is hereby amended in its entirety to read as follows:

Submitting Invoices. At every Payment Milestone, Contractor shall have the right to submit an invoice to DTIS for the amount due and owing at such milestone. Invoiced amounts shall be based upon the Project Cost Itemization Schedule subject to any change orders or any unwaived liquidated damages payable by Contractor. All invoices shall provide a detailed list of the cost. All invoices must be in a form acceptable

to the E-911 Project Director. All amounts paid shall be subject to audit by the City pursuant to Section 4.12 hereof. With the exception of invoices for Additional Equipment Purchases, all invoices shall be mailed or delivered to:

Mike Martin
E-911 Project Director
1166 Post St., Suite 200
San Francisco, California 94109

With copies to:

Project Manager of the 800MHz Project
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, California 94124

Deputy Director, Network Facilities
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, California 94124

Invoices for Additional Equipment Purchases shall be mailed or delivered to:

Deputy Director, Network Facilities
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, California 94124

With copies to:

Mike Martin
E-911 Project Director
1166 Post St., Suite 200
San Francisco, California 94109

Project Manager of the 800MHz Project
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, California 94124

(e) Section 6.04(a) Section 6.04(a) of the Agreement currently reads as follows:

Project Managers. Contractor and City shall each designate a Project Manager, who shall be available on a 24-hour basis every day of the week. The City and Contractor shall maintain the Project Manager until the one-year anniversary of the Final Acceptance of the Project. The initial Project Managers shall be:

CONTRACTOR:	GEORGE NEWBY
PAGERNO.	1 (800) SKYPAGE, NO. 33991
CITY:	MITCHELL SUTTON
PAGER NO.	(415) 804-1115

Such Section is hereby amended in its entirety to read as follows:

Project Managers. Contractor and City shall each designate a Project Manager, who shall be available on a 24-hour basis every day of the week. The City and Contractor shall maintain the Project Manager until the one-year anniversary of the Final Acceptance of the Project. The initial Project Managers shall be:

CONTRACTOR: BRENT WOOLLEY
PAGER NO. 1 (800) 759-8255 Pin# 2072774

CITY: MITCHELL SUTTON
PAGER NO. (415) 804-1115

(f) Section 6.09 (c). Section 6.09 (c) of the Agreement currently reads as follows:

(c) Title; Risk of Loss. All User Equipment shall be shipped by Contractor F.O.B., to the designated delivery site in San Francisco, California, in accordance with the applicable shipping instructions. If a delay has occurred beyond the designated delivery date, Contractor shall provide reasonable notice to the City as to the new delivery date. Title to the User Equipment and risk of loss shall pass to the City upon the certification of the City's Project Manager that all the Equipment has been delivered. In connection with any Fixed Network Equipment, title shall pass upon certification of City's Project Manager that such Equipment has been installed; however, risk of loss for such Equipment and related material shall not pass to the City until Final Acceptance of the Project. Notwithstanding the foregoing, no title shall pass with respect to any Software being licensed to the City.

Such Section is hereby amended in its entirety to read as follows:

(c) Title; Risk of Loss. All User Equipment shall be shipped by Contractor F.O.B., to the designated delivery site in San Francisco, California, in accordance with the applicable shipping instructions. If a delay has occurred beyond the designated delivery date, Contractor shall provide reasonable notice to the City as to the new delivery date. Title to the User Equipment and risk of loss shall pass to the City upon the certification of the City's Project Manager that all the Equipment has been delivered. In connection with any Fixed Network Equipment, title shall pass upon certification of City's Project Manager that such Equipment has been delivered to the designated facility in San Francisco; however, risk of loss for such Equipment and related material shall not pass to the City until Final Acceptance of the Project. Notwithstanding the foregoing, no title shall pass with respect to any Software being licensed to the City.

(g) Section 18.02. Section 18.02 of the Agreement currently reads as follows:

Section 18.02. Required Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Local Business Enterprise (LBE).

(a) Chapter 12D of the San Francisco Administrative Code, as amended from time to time, establishes the City's policy of encouraging and increasing the use and participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Local Business Enterprises (LBE). Contractor is willing, agrees and hereby commits that it will subcontract portions of the Project under this Master Agreement, not related to Equipment cost, to qualified and certified MBE/WBE/LBE, from a list recommended by the San Francisco City and County Human Rights Commission (HRC). Contractor acknowledges and agrees that it is fully responsible for all firms that it selects from the list furnished by HRC to provide work and services on any Project. The failure of any of the selected firms to perform the contracted work shall not excuse Contractor from any of its obligations under this Master Agreement. Pursuant to Chapter 12D of the Administrative Code, the MBE/WBE subcontracting goals for this Project are 28% for MBEs and 5% for WBEs. Such goals may be reduced by HRC. These goals apply to the subcontracted portion of the overall Project.

Such Section is hereby amended in its entirety to read as follows:

Section 18.02. Required Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Local Business Enterprise (LBE).

(a) Chapter 12D of the San Francisco Administrative Code, as amended from time to time, establishes the City's policy of encouraging and increasing the use and participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Local Business Enterprises (LBE). Contractor is willing, agrees and hereby commits that it will subcontract portions of the Project under this Master Agreement, not related to Equipment cost, to qualified and certified MBE/WBE/LBE, from a list recommended by the San Francisco City and County Human Rights Commission (HRC). Contractor acknowledges and agrees that it is fully responsible for all firms that it selects from the list furnished by HRC to provide work and services on any Project. The failure of any of the selected firms to perform the contracted work shall not excuse Contractor from any of its obligations under this Master Agreement. Pursuant to Chapter 12D of the Administrative Code, the MBE/WBE subcontracting goals for this Project are twenty-five percent (25%) of the total contract amount for this project exclusive of (i) all project hardware, which includes the trunked radio system equipment, the microwave transmission system equipment, and the radio console system equipment; (ii) overall project management and system design services. Such goals may be reduced by HRC.

(h) Section 18.06. Section 18.06 of the Agreement currently reads as follows:

Section 18.06. Notices. All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered at the following addresses:

CITY OR DTIS:

General Manager
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, CA 94124

with copies to:

Project Manager for the 800 MHz Project
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, CA 94124

City Administrator
401 Van Ness Avenue, Room 402
San Francisco, CA 94102

City Attorney's Office
1390 Market Street, 6th Floor
San Francisco, CA 94102-5408
Attn: Victor L. Castillo

CONTRACTOR:

Motorola, Inc.
1700 South Amphlett Boulevard, Suite 300
San Mateo, CA 94402
Attn: Project Manager for the San Francisco 800 MHz Project
with copies to:

Motorola, Inc.
9980 Carroll Canyon Road
San Diego, CA 92131-1186

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Attn: Contract and Compliance

Such Section is hereby amended in its entirety to read as follows:

Section 18.06. Notices. All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered at the following addresses:

CITY OR DTIS:

Mike Martin
E-911 Project Director
1166 Post St. Suite 200
San Francisco, CA 94109

with copies to:

Project Manager for the 800 MHz Project
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, CA 94124

Deputy Director, Network Facilities
Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, CA 94124

City Attorney's Office
1390 Market Street, 5th Floor
San Francisco, CA 94102-5408
Attn: Robert S. Maerz

CONTRACTOR:

Motorola, Inc.
1700 South Amphlett Boulevard, Suite 300
San Mateo, CA 94402
Attn: Project Manager for the San Francisco 800 MHz Project

with copies to:

Motorola, Inc.
9980 Carroll Canyon Road
San Diego, CA 92131-1186
Attn: Contract and Compliance

(i) Exhibit G. Exhibit G, Additional Equipment Price Schedule Dated 7/29/97 is replaced in its entirety with Exhibit G, Additional Equipment Price Schedule Dated 5/14/98 which is attached to this Amendment and hereby incorporated by reference.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after May 18, 1998.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Mike Martini

Signature for Department

Mike Martini

Printed Name

911 Director

Title and Department

Approved as to Form:

Louise H. Renne
City Attorney

By Robert Maerz
ROBERT S. MAERZ
Deputy City Attorney

Approved:

Edwin M. Lee

Edwin M. Lee
Director of Purchasing

Approved:

Steven D. Nelson

Steven D. Nelson
Director of Administrative Services

CONTRACTOR

MOTOROLA, INC.

By Richard F. Ryan

Title VICE PRESIDENT

Richard F. Ryan APPROVED AS TO FORM 5/21/98
RICHARD F. RYAN DATE
MOTOROLA

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EXHIBIT G: ADDITION/ SUPPLEMENT PRICE SCHEDULE

Item #	Mod#	Item Description	Qty	Per Unit	Total	Man Hours	Labor Hrs	Rate	Material Unit	Cost	Total	Subcontracts Unit	Cost	Total	Costs
City and County of San Francisco Citywide 800MHz Radio System Project (CERS) Additional Equipment Prices Schedule															
Exhibit G: User Equipment Prices Schedule															
1	*****PORTABLES*****														
2	*****MTS2000*****	Model 1 w/o Kpd	1												
3	H01QX	MTS2000 PORTABLE SERIES		0						\$0.00	\$1,788.50		\$50.00	\$50.00	\$1,838.50
4	202H	MTS2000 III 3W 806-870 MHZ		0						\$963.60					
5	H223	ALT: BATTERY FACTORY MUTUAL		0						\$156.95					
6	H43	ENH: TRUNKED REMOTE MONITOR		0						\$48.91					
7	H37	ADD: SMARTNET SYSTEM PACKAGE		0						\$73.00					
8	NTN8038	CASE, 3.0" HI ACTIVITY ULTRA HI CAP		0						\$502.24					
9	*****ASTRO XT83000**									\$43.80					
10	H09UC9PW5 N	Model 1 w/o Kpd	1							\$0.00	\$2,264.46		\$50.00	\$50.00	\$2,314.46
11	H223	ASTRO DIG XT8 3000 BASIC 800MHZ PORT		0						\$1,237.35					
12	H43	ALT: BATTERY ULTRA HIGH CAP NICD FM		0						\$34.31					
13	Q241	ENH: TRUNKED REMOTE MONITOR		0						\$73.00					
14	H37	ENH: ANALOG OPERATION		0						\$0.00					
15	NTN8396	ADD: SMARTNET SYSTEM PACKAGE		0						\$876.00					
16	*****ASTRO SABER****									\$43.80					
17	H090X	Model 1 w/o Kpd	1							\$0.00	\$2,522.88		\$50.00	\$50.00	\$2,572.88
18	210H	ASTRO DIG SABER PORT SERIES		0						\$1,314.00					
19	H223AJ	ASTRO DIGITAL SABER I 800MHZ PORT		0						\$142.35					
20	H43	ALT: BATTERY, RUGGEDIZED FM		0						\$4.38					
21	H46	ENH: TRUNKED REMOTE MONITOR		0						\$73.00					
22	H469	ENH: TRUNKED ONE BUTTON STATUS/MSG		0						\$109.50					
23	Q241	ALT: RUGGEDIZED ASTRO DIGITAL SABER		0						\$348.02					
24	H37	ENH: ANALOG OPERATION		0						\$0.00					
25	NTN7573	ADD: SMARTNET SYSTEM PACKAGE		0						\$481.80					
26	NLN4530	CARRY CASE, LEATHER SWIVEL SNAP BELT LOOP, SWIVEL 3 INCH		0						\$45.09					
27	*****ASTRO XT83000**									\$5.84					
28	H09UC9PW5 N	Model 1 w/o Kpd w/Encrypt	1							\$0.00	\$3,176.23		\$50.00	\$50.00	\$3,226.23
29	H223	ASTRO DIG XT8 3000		0						\$1,237.35					
30	H43	ALT: BATTERY ULTRA HIGH CAP NICD FM		0						\$34.31					
31	Q806	ENH: TRUNKED REMOTE MONITOR		0						\$73.00					
32	H60	ADD: AFCC 25 COMMON AIR INTERFACE		0						\$365.00					
33	H37	ADD: DES-OFF		0						\$546.77					
34	NTN8396	ADD: SMARTNET SYSTEM PACKAGE		0						\$876.00					
35	*****MTS2000*****									\$43.80					
36	H01QX	Model 1 w/o Kpd	1							\$0.00	\$2,379.80		\$50.00	\$50.00	\$2,429.80
37	204H	MTS2000 PORTABLE SERIES		0						\$963.60					
38	H223	MTS2000 III 3W 806-870 MHZ		0						\$638.75					
39	H43	ALT: BATTERY FACTORY MUTUAL		0						\$48.91					
40	H46	ENH: TRUNKED REMOTE MONITOR		0						\$73.00					
41	H37	ENH: ONE TOUCH BUTTON		0						\$109.50					
42	NTN8038	ADD: SMARTNET SYSTEM PACKAGE		0						\$502.24					
		CASE, 3.0" HI ACTIVITY ULTRA HI CAP		0						\$43.80					

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EXHIBIT G: ADDITIONAL EQUIPMENT PRICE SCHEDULE

Item #	Model	Item Description	Qty	Man Hours	Labor Hrs	Rev: 573	Material		Subcontracts		Total	Certs
							Unit	Cost	Unit	Cost		
City and County of San Francisco Citywide 800MHz Radio System Project (CERS) Additional Equipment Price Schedule												
43	****ASTRO XTS3000**	Model I w/o Kpd	1								\$2,811.96	
44	H09UCH9PW7 N	ASTRO DIG XTS 3000 FULL FEATURE 800				\$0.00	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$2,861.96
45	H223AJ	ALT: BATTERY ULTRA HIGH CAP NICD FM				\$0.00	\$1,675.35	\$0.00			\$0.00	
46	H43	ENH: TRUNKED REMOTE MONITOR				\$0.00	\$34.31	\$0.00			\$0.00	
47	H46	ENH: TRUNKED 1 BTN STATUSMESSAGE				\$0.00	\$73.00	\$0.00			\$0.00	
48	Q241	ENH: ANALOG OPERATION				\$0.00	\$109.50	\$0.00			\$0.00	
49	H37	ADD: SMARTNET SYSTEM PACKAGE				\$0.00	\$0.00	\$876.00			\$0.00	
50	NTN8381	CASE, CARRY HIGH ACTIVITY				\$0.00	\$43.80	\$0.00			\$0.00	
51	****ASTRO SABER****	Model II w/o Kpd	1			\$0.00	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$2,791.88
52	H890X	ASTRO DIG SABER PORT SERIES				\$0.00	\$1,314.00	\$0.00			\$0.00	
53	H212H	ASTRO DIGITAL SABER II 800MHZ PORT				\$0.00	\$361.35	\$0.00			\$0.00	
54	H223AJ	ALT: BATTERY, RUGGEDIZED FM				\$0.00	\$4.38	\$0.00			\$0.00	
55	H43	ENH: TRUNKED REMOTE MONITOR				\$0.00	\$73.00	\$0.00			\$0.00	
56	H46	ENH: TRUNKED ONE BUTTON STATUSMSG				\$0.00	\$109.50	\$0.00			\$0.00	
57	H499	ALT: RUGGEDIZED ASTRO DIGITAL SABER				\$0.00	\$346.02	\$0.00			\$0.00	
58	Q241	ENH: ANALOG OPERATION				\$0.00	\$0.00	\$0.00			\$0.00	
59	H37	ADD: SMARTNET SYSTEM PACKAGE				\$0.00	\$481.80	\$0.00			\$0.00	
60	NLH4530	BELT LOOP, SWIVEL 3 INCH				\$0.00	\$5.84	\$0.00			\$0.00	
61	NTN7573	CARRY CASE, LEATHER SWIVEL SNAP				\$0.00	\$45.99	\$0.00			\$0.00	
62	****ASTRO XTS3000**	Model III w/Kpd w/Encrypt	1			\$0.00	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$3,840.53
63	H09UCH9PW7 N	ASTRO DIG XTS 3000 FULL FEATURE 800				\$0.00	\$1,675.35	\$0.00			\$0.00	\$3,890.53
64	H223AJ	ALT: BATTERY ULTRA HIGH CAP NICD FM				\$0.00	\$34.31	\$0.00			\$0.00	
65	H43	ENH: TRUNKED REMOTE MONITOR				\$0.00	\$73.00	\$0.00			\$0.00	
66	H46	ENH: TRUNKED 1 BTN STATUSMESSAGE				\$0.00	\$109.50	\$0.00			\$0.00	
67	Q274	ADD: DES-OFB AND DES-XL ENCRYPTION				\$0.00	\$683.57	\$0.00			\$0.00	
68	Q808	ADD: APCO 25 COMMON AIR INTERFACE				\$0.00	\$365.00	\$0.00			\$0.00	
69	H37	ADD: SMARTNET SYSTEM PACKAGE				\$0.00	\$876.00	\$0.00			\$0.00	
70	NTN8381	CASE, CARRY HIGH ACTIVITY				\$0.00	\$43.80	\$0.00			\$0.00	
71	****ASTRO SABER****	Model II w/Kpd & Encrypt Rugged	1			\$0.00	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$3,653.65
72	H890X	ASTRO DIG SABER PORT SERIES				\$0.00	\$1,314.00	\$0.00			\$0.00	\$3,703.65
73	H212H	ASTRO DIGITAL SABER II 800MHZ PORT				\$0.00	\$361.35	\$0.00			\$0.00	
74	H223AJ	ALT: BATTERY, RUGGEDIZED FM				\$0.00	\$4.38	\$0.00			\$0.00	
75	H43	ENH: TRUNKED REMOTE MONITOR				\$0.00	\$73.00	\$0.00			\$0.00	
76	H46	ENH: TRUNKED ONE BUTTON STATUSMSG				\$0.00	\$109.50	\$0.00			\$0.00	
77	H499	ALT: RUGGEDIZED ASTRO DIGITAL SABER				\$0.00	\$346.02	\$0.00			\$0.00	
78	H80	ADD: DES OFB				\$0.00	\$546.77	\$0.00			\$0.00	
79	Q808	ADD: APCO 25 COMMON AIR INTERFACE				\$0.00	\$365.00	\$0.00			\$0.00	
80	H37	ADD: SMARTNET SYSTEM PACKAGE				\$0.00	\$481.80	\$0.00			\$0.00	
81	NLH4530	BELT LOOP, SWIVEL 3 INCH				\$0.00	\$5.84	\$0.00			\$0.00	
82	NTN7573	CARRY CASE, LEATHER SWIVEL SNAP				\$0.00	\$45.99	\$0.00			\$0.00	
83	****MOBILE****	****DASH MOUNT****				\$0.00	\$0.00	\$0.00			\$0.00	
84	****MCS2000****	Model III, w/ Kpd	1			\$0.00	\$0.00	\$0.00	\$350.00	\$350.00	\$0.00	\$2,011.15
85	MDTHX	MCS2000 HIGH SPEC MOBILE				\$0.00	\$693.50	\$0.00			\$0.00	\$2,361.15
86	B2WY	800MHZ 15W MODEL II				\$0.00	\$653.35	\$0.00			\$0.00	
87	B688	ADD: PUSH SWITCH, EMERGENCY				\$0.00	\$25.55	\$0.00			\$0.00	
88	G465	ADD: ANTENNA 1/4 WAVE 808-800MHZ				\$0.00	\$0.00	\$0.00			\$0.00	
89	H43	ENH: TRUNKED REMOTE MONITOR				\$0.00	\$73.00	\$0.00			\$0.00	
90	H46	ENH: ONE TOUCH BUTTON				\$0.00	\$109.50	\$0.00			\$0.00	
91	H37	ADD: SMARTNET SYSTEM PACKAGE				\$0.00	\$456.25	\$0.00			\$0.00	

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EXHIBIT G: ADDITIONAL EQUIPMENT PRICE SCHEDULE

Item #	Modid	Item Description	Qty	Per Unit	Total	Rate	Labr Hrs	Total	Material Unit Cost	Total	Subcontracts Unit Cost	Total	Total	Total	Total
City and County of San Francisco Citywide 800MHz Radio System Project (CERS) Additional Equipment Price Schedule															
92	***ASTRO SPECTRA***	Model A7, w/Kod	1						\$0.00	\$2,451.18		\$2,451.18		\$250.00	\$1,707.18
93	T990X	ASTRO DIG SPECTRA MOBILE SERIES							\$1,525.70						
94	132W	35W 800 808-870 A7							\$397.85						
95	W688	ADD: EXTERNAL EMERGENCY PUSHBUTTON							\$40.88						
96	W432	ENH: 10 WATT AUDIO							\$10.95						
97	G241	ENH: ANALOG OPERATION							\$0.00						
98	G50	ENH: SMARTNET OPERATION							\$481.80						
99	***ASTRO SPECTRA***	Model A7, w/Kod & Encypr	1						\$0.00	\$3,405.45		\$3,405.45		\$250.00	\$1,655.45
100	T990X	ASTRO DIG SPECTRA MOBILE SERIES							\$1,525.70						
101	132W	35W 800 808-870 A7							\$397.85						
102	G808	ENH: ASTRO DIGITAL CAI							\$401.50						
103	W688	ADD: EXTERNAL EMERGENCY PUSHBUTTON							\$40.88						
104	W432	ENH: 10 WATT AUDIO							\$10.95						
105	G165	ENH: DES-OFB							\$546.77						
106	G50	ENH: SMARTNET OPERATION							\$481.80						
107	***MOBILE***	****TRUNK MOUNT****							\$0.00	\$2,673.89		\$2,673.89		\$600.00	\$1,273.89
108	***ASTRO SPECTRA***	Model A7, w/Kod	1						\$0.00						
109	T990X	ASTRO DIG SPECTRA MOBILE SERIES							\$1,525.70						
110	132W	35W 800 808-870 A7							\$397.85						
111	W688	ADD: EXTERNAL EMERGENCY PUSHBUTTON							\$40.88						
112	W432	ENH: 10 WATT AUDIO							\$10.95						
113	G241	ENH: ANALOG OPERATION							\$0.00						
114	W486	ENH: REMOTE MOUNT WITH 17FT CABLE							\$218.81						
115	G50	ENH: SMARTNET OPERATION							\$481.80						
116	***ASTRO SPECTRA***	Model A7, w/Kod & Encypr	1						\$0.00	\$3,622.26		\$3,622.26		\$600.00	\$4,222.26
117	T990X	ASTRO DIG SPECTRA MOBILE SERIES							\$1,525.70						
118	132W	35W 800 808-870 A7							\$397.85						
119	G808	ENH: ASTRO DIGITAL CAI							\$401.50						
120	W688	ADD: EXTERNAL EMERGENCY PUSHBUTTON							\$40.88						
121	W432	ENH: 10 WATT AUDIO							\$10.95						
122	G185	ENH: DES-OFB							\$546.77						
123	W486	ENH: REMOTE MOUNT WITH 17FT CABLE							\$218.81						
124	G50	ENH: SMARTNET OPERATION							\$481.80						
125	***CONT BATION	*****							\$0.00						
126	***SPECTRA***	Local Control, w/Kodp	1						\$0.00	\$3,915.84		\$3,915.84		\$150.00	\$5,157.46
127	L990X	ASTRO SPECTRA							\$2,328.70						
128	259L	W7 25W 800MHZ							\$843.15						
129	G241	ADD: ANALOG ONLY MODE							\$0.00						
130	L114	ADD: CLOCK VU METER							\$73.00						
131	G50	ENH: SMARTNET OPERATION							\$481.60						
132	DF6441	ANTENNA, 8DB 3 ELEMENT YAGI							\$80.30	\$80.30		\$80.30			
133	L1705	1/2" LDF HELIAX, POLY JKT, PER FOOT	80						\$2.12	\$169.60		\$169.60			
134	TDN8814	1/2" CONNECTOR, N PLUG LDF PLTD	4						\$32.85	\$131.40		\$131.40			
135	TDN9289	CABLE WRAP, WEATHERPROOFING	1						\$27.38	\$27.38		\$27.38			
136	RLN4284A	LIGHTNING ARRESTOR, SURGE	1						\$48.54	\$48.54		\$48.54			

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EXHIBIT G: ADDITIONAL EQUIPMENT PRICE SCHEDULE

Item #	Model	Item Description	Qty	Man Hours	Labor	Rate	Total	Material	Subcontract	Total	Costs
179	*****ACCESSORIES*****										
180	*****PORTABLE*****										
181	NTN1147	BATTERY FMIS, ULTRA-HIGH CAP	1				\$0.00	\$110.96		\$110.96	\$110.96
182	NTN1171	CHARGER, 110V SINGLE COMPACT	1				\$0.00	\$65.70		\$65.70	\$65.70
183	NTN1177	CHARGER, 110V MULTI RAPID	1				\$0.00	\$492.75		\$492.75	\$492.75
184	NNM8191	AUDIO ACC. REMOTE SPEAKER/MIC	1				\$0.00	\$67.16		\$67.16	\$67.16
185	NTN7318	CARRY ACC. BELT CLIP 3"	1				\$0.00	\$10.95		\$10.95	\$10.95
186	NTN8038	CASE, 3.0" HI ACTIVITY ULTRA HI CAP	1				\$0.00	\$43.80		\$43.80	\$43.80
187	NAF5037	ANT. 1/2 WAVELENGTH WHIP	1				\$0.00	\$24.09		\$24.09	\$24.09
188	*****PORTABLE*****										
189	NTN8295	BATTERY, NICAD ULTRA HI CAP FM	1				\$0.00	\$137.97		\$137.97	\$137.97
190	NTN1168	CHARGER, 110V SINGLE ENH	1				\$0.00	\$91.25		\$91.25	\$91.25
191	NTN1177	CHARGER, 110V MULTI RAPID	1				\$0.00	\$492.75		\$492.75	\$492.75
192	NNM8191	AUDIO ACC. REMOTE SPEAKER/MIC	1				\$0.00	\$67.16		\$67.16	\$67.16
193	NTN8266	ATTACHMENT, REMOVEABLE BELT CLIP	1				\$0.00	\$7.30		\$7.30	\$7.30
194	NTN8381	CASE, CARRY HIGH ACTIVITY	1				\$0.00	\$43.80		\$43.80	\$43.80
195	NTN8388	CASE, CARRY HIGH ACTIVITY	1				\$0.00	\$43.80		\$43.80	\$43.80
196	NAF5037	ANT. 1/2 WAVELENGTH WHIP	1				\$0.00	\$24.09		\$24.09	\$24.09
197	*****PORTABLE*****										
198	NTN7058	*****ASTRO SABER*****	1				\$0.00	\$0.00		\$0.00	\$0.00
199	NTN4734	BATTERY, ULTRA HI CAP RUGGEDIZED	1				\$0.00	\$113.15		\$113.15	\$113.15
200	NTN4706	CHARGER, DESKTOP SINGLE UNIT 117V	1				\$0.00	\$164.98		\$164.98	\$164.98
201	NNM8217	MICROPHONE, REMOTE SPEAKER	1				\$0.00	\$575.24		\$575.24	\$575.24
202	NTN7309	BELT CLIP ATTACHMENT, REMOVEABLE	1				\$0.00	\$102.93		\$102.93	\$102.93
203	NTN1573	CARRY CASE, LEATHER SWIVEL SNAP	1				\$0.00	\$16.79		\$16.79	\$16.79
204	NAF5037	ANT. 1/2 WAVELENGTH WHIP	1				\$0.00	\$45.99		\$45.99	\$45.99
205	*****WIRELESS DATA NETWORK SUBSCRIBER UNITS*****										
206	MWS20	120 MHz Peritum, 8 MB RAM, 2 Type II PCMCIA, 9.4" diagonal display	1					\$4,935.05		\$4,935.05	\$4,935.05
207	F5201	MWS20 600 MHz 3 Watt	1					\$222.50		\$222.50	\$222.50
208	V500	RD-LAP Protocol 19.2 kbps	1					\$222.50		\$222.50	\$222.50
209	V681	MDC-4800 Protocol	1					\$707.55		\$707.55	\$707.55
210	V140	35 Power Amplifier	1					\$351.55		\$351.55	\$351.55
211	V448	32 MB RAM	1					\$351.55		\$351.55	\$351.55
212	V525	1.4 Gigabyte Hard Drive	1					\$173.55		\$173.55	\$173.55
213	V532	Windows 95	1					\$311.50		\$311.50	\$311.50
214	V503	TX for MWS20	1					\$687.50		\$687.50	\$687.50
215	Z850	RWQ4055 Wave Sort Lnk	1					\$35.60		\$35.60	\$35.60
216	RLA4988	Antenna	1					\$267.00		\$267.00	\$267.00
217	RLH4568	Mounting for Keyboard and Terminal	1					\$53.85		\$53.85	\$53.85
218	FLM9015	CPU Mount	1					\$4,628.00		\$4,628.00	\$4,628.00
219	FORTE	75 MHz 486 DX4, 8 MB RAM, 8 MB Flash ROM, 2 Type II PCMCIA,	1					\$222.50		\$222.50	\$222.50
220		7.4" diagonal display	1					\$222.50		\$222.50	\$222.50
221	F2157	Forté 800 MHz 3 Watt	1					\$400.50		\$400.50	\$400.50
222	V500	RD-LAP Protocol 19.2 kbps	1					\$173.55		\$173.55	\$173.55
223	V681	MDC 4800 Protocol	1					\$173.55		\$173.55	\$173.55
224	V448	16 MB RAM	1					\$311.50		\$311.50	\$311.50
225	V482	Windows 3.1	1					\$53.85		\$53.85	\$53.85
226	V503	TX	1					\$311.50		\$311.50	\$311.50

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EXHIBIT G: ADDITIONAL EQUIPMENT PRICE SCHEDULE

City and County of San Francisco Citywide 800MHz Radio System Project (CERS) Additional Equipment Price Schedule										
Item #	Model	Item Description	Qty	Man Hours	Labor Hrs	Rev: 5/93		Subcontract	Total	
						Per Unit	Rate			Material Unit
							\$	\$	\$	
217	V466	AC wall Charger	1						\$ 155.75	\$155.75
218	Z849	RWQ4055 WaveSoft Link	1						\$ 667.50	\$667.50
219	RR44986	Antenna	1						\$ 335.60	\$335.60
220	FRN1524	Vehicle Docking Station	1						\$ 707.55	\$707.55
221	FLN8603	Keyboard for docking station, incl. mfg hdw	1						\$ 400.50	\$400.50
222	FLN2424	800 MHz 35 watt power amp	1						\$ 707.55	\$707.55
223	FLN5131	Belt Holster Carrying Case	1						\$ 84.55	\$84.55
224	FLN5120	Over the Shoulder carrying case	1						\$ 102.35	\$102.35
225	PRM680	Basic modem, 800, 821, 19.2 and 9.6	1						\$ 1,290.50	\$1,290.50
226	F2274	MDC4800	1						\$ 222.50	\$222.50
227	V681	AC Wall Adapter	1						\$ 0.00	\$0.00
228	V468	Spare Standard Battery	1						\$ 31.35	\$31.35
229	V328	Spare High Capacity Battery and cover	1						\$ 71.20	\$71.20
230	V43	Clonette Lighter Adapter	1						\$ 44.50	\$44.50
231	V468	Cable, 3 RJ-45 to DB9 F	1						\$ 35.60	\$35.60
232	V443	Leatherette Carrying Case	1						\$ 59.63	\$59.63
233	V465	Swivel Belt Loop Nylon Carrying Case	1						\$ 61.41	\$61.41
234	V177	Ext. Adapter Cable	1						\$ 33.82	\$33.82
235	FRM4399	Antenna Connector	1						\$ 2.87	\$2.87
236	2860376E84	Roof Mount Antenna	1						\$ 12.46	\$12.46
237	HAF-4002	Standard Battery Charger	1						\$ 48.06	\$48.06
238	HTN9028	Battery Charger & Conditioner (for both types)	1						\$ 113.92	\$113.92
239	FUN2325	8 Battery Gang Charger (for both types)	1						\$ 95.23	\$95.23
240	HTN9285		1							
241	VRM800	Basic modem, UHF, 800, 821, 900, 19.2 and 9.6	1						\$ 2,371.85	\$2,371.85
242	F2400 series	RD-LAP Protocol 19.2 kbps	1						\$ 222.50	\$222.50
243	J829	MDC4800	1						\$ 222.50	\$222.50
244	J842	Cable	1						\$ 66.75	\$66.75
245	J968	Antenna	1						\$ 35.60	\$35.60
246	RR44986	Vehicle Mount	1						\$ 99.68	\$99.68
247	RLN4075	Radio Mount	1						\$ 97.01	\$97.01
248	RLN4076	Flat Bracket	1						\$ 6.23	\$6.23
249	RLN4078		1							
250	VRM800	Basic modem, 800, 821, 19.2 and 9.6	1						\$ 1,246.00	\$1,246.00
251	F2168 series	RD-LAP Protocol 19.2 kbps	1						\$ 222.50	\$222.50
252	J829	MDC4800	1						\$ 222.50	\$222.50
253	J842	Cable	1						\$ 66.75	\$66.75
254	J968	Antenna	1						\$ 35.60	\$35.60
255	RR44986	Vehicle Mount	1						\$ 99.68	\$99.68
256	RLN4075	Radio Mount	1						\$ 97.01	\$97.01
257	RLN4076	Flat Bracket	1						\$ 6.23	\$6.23
258	VRM800	Basic modem, 800, 821, 19.2 and 9.6	1						\$ 1,246.00	\$1,246.00
259	F2168 series	RD-LAP Protocol 19.2 kbps	1						\$ 222.50	\$222.50
260	V681	MDC4800	1						\$ 222.50	\$222.50
261	V681	Cable	1						\$ 66.75	\$66.75
262	J968	Antenna	1						\$ 35.60	\$35.60
263	RR44917	Mounting Kit	1						\$ 45.39	\$45.39
264	SLN4103	168 MHz Pentium, 32 MB RAM, 12.1" display, 2 GB hard drive,	1							
265	Panasonic	Windows 95	1							
266	DSCF25JIF8EAM	Color Laptop	1						\$ 5,390.00	\$5,390.00
267	Z850	RWQ4055 WaveSoft Link	1						\$ 667.50	\$667.50
268	Panasonic	168 MHz Pentium, 16 MB RAM, 10.4" display, 1.35 GB Hard Drive,	1							
269	DSCF25JIF8EAM	Windows 95	1							
270	Z850	Color Laptop	1						\$ 4,182.11	\$4,182.11
271	Panasonic	RWQ4055 WaveSoft Link	1						\$ 667.50	\$667.50
272	DSCF25JIF8EAM		1							
273	Z850		1							
274	Z850		1							

EXHIBIT G: ADDITIONAL EQUIPMENT PRICE SCHEDULE

City and County of San Francisco Citywide 800MHz Radio System Project (CERS) Additional Equipment Price Schedule												
Item #	Model	Item Description	Qty	Man Hours		Labor Hrs	Rate	Total	Material		Subcontracts Unit	Total
				Per Unit	Total				Unit	Cost		
275	Software RWQ4018	Accident	1						\$ 1,495.00			\$ 1,495.00
276	RWQ4019	Citation	1						\$ 750.00			\$ 750.00
277	RWQ4020	Incident	1						\$ 1,495.00			\$ 1,495.00
278	RWQ4021	Arrest & Booking	1						\$ 750.00			\$ 750.00
279	RWQ4022	Tow Slip	1						\$ 750.00			\$ 750.00
280	RWQ4023	Field Interview	1						\$ 2,995.00			\$ 2,995.00
281	RWQ4024 \$2695	Package including all above software modules	1						\$ 1,995.00			\$ 1,995.00
282	RWQ4025	Packages including Incident and Accident Modules only	1						\$ 1,995.00			\$ 1,995.00
Note: Additional equipment not found on this list is contained in the "R01 domestic price book," "RD-PP-7/87 radius price book," and "R81R Domestic Parts Pricing Book and Database" dated July 30, 1997, attached herein and made a part of this contract by reference.												