

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *6.B
	Title:	<b>Recommendation to Approve a Resolution Authorizing the Completion of the Replacement of the City's Radio System</b>	
	Presenter:	<b>Paul Hopkins, Electric Services Division</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> April 1, 2024	
<b>Proposed Cost:</b> \$ 82,000		<b>Budget FY 25 Requested Amount:</b> \$ 78,500	<b>Not Budgeted:</b> <input type="checkbox"/>

**Executive Summary** (if not budgeted, please explain):

The St Charles radio system infrastructure was established in the 1960's to support first responders and the Public Works Department with a reliable radio system that supports a citywide operational area. In 2021, first responders migrated to the STARCOMM radio system, which is a statewide public safety trunked radio system in Illinois. The STARCOMM program requires a per radio, per month rate to operate on the system. The Public Works Department evaluated migrating to the STARCOMM system but determined that replacing the existing radio system was the most feasible solution. The cost and implementation of the STARCOMM program would require purchasing new radios at a cost of \$246,300 (100 radios x \$2,463 per radio) and an annual recurring cost of \$57,024 (100 radios x \$47.52 per radio per month) for the subscription.

The Public Work department continues to use the existing radio system, but it does not provide complete coverage of the City's operational area. The radio system infrastructure is not repairable and has reached the end of its useful life. The current system consists of a one repeater and JPS comparator at the Public Works Facilities and one receiver at the 10<sup>th</sup> Street water tower.

The replacement of the Radio System requires the procurement of radio infrastructure equipment and contracted services to install the equipment. Staff recommends the utilization of State contract pricing to purchase the equipment from Motorola, estimated cost of \$15,322.50. Chicago Communications, LLC is an authorized Motorola provider and experienced with the City's Radio system, as they installed previous system and currently maintain the radios. Staff proposes that Chicago Communications, LLC be contracted to install the replacement equipment, estimated cost \$31,621.65, and repair the existing radios. The existing radios will be operational on the new radio system. Several of the existing radios require miscellaneous repairs and battery replacement, estimated cost of \$35,000.

Our FY24/25 budget contains \$78,500, staff is requesting approval of \$82,000. This would allow staff to replace the radio system infrastructure and complete miscellaneous radio repairs.

**Attachments** (please list):

\*Chicago Communication LLC proposal – Project Public Works Replacement Radio System \*Bid Waiver

**Recommendation/Suggested Action** (briefly explain):

Recommendation to Approve a Resolution Authorizing the completion of the replacement of the City's Radio System.

## St Charles Public Works

St. Charles, City of  
Attn: John Gal  
2 E Main St  
St. Charles, IL 60174

Project: Public works replacement radio system

Dear Mr. Gal,

Chicago Communications is pleased to provide you with the below proposal to replace your existing Radio system. The proposal includes one repeater and JPS comparator at public works, one receiver located at the 10<sup>th</sup> St. water tower, antennas, connectors, Tower Crew to install the antennas, and Chicomm labor to install and configure the system. This will provide mobile coverage throughout the City of St. Charles as depicted in the coverage maps included. Statement of Work on the following pages will layout the project in more detail. Also, included are optional Mobile radios to replace some of your aging/damaged mobiles following the preventative maintenance that Chicomm performed the week of Dec 4<sup>th</sup>.

To provide the best pricing of the radio infrastructure I used the state contract pricing from Motorola for the GTR8000 repeater and GPW8000 receiver. The ancillary equipment and labor will be quoted directly from Chicomm, breakout of pricing is below.

Motorola total: \$15,322.50  
(Motorola Quote below will require a separate PO to Motorola)  
Chicomm Total: \$31,621.65  
  
Grand Total: \$46,944.15

### Optional Mobile radios

XPR5500e VHF mobile radio: \$968.65  
Radio Includes:  
- VHF antenna: \$22.95  
- Ignition sense cable: \$35.10  
- Programming: \$25 per Radio  
- Installation: \$412.50 per Radio

Thank you,

Jim Hemminger  
Chicago Communications  
Government Account Executive  
708-476-0134  
[jhemminger@chicomm.com](mailto:jhemminger@chicomm.com)

Todd Niccum  
Chicago Communications  
Director of Government Sales  
630-280-7738  
[tniccum@chicomm.com](mailto:tniccum@chicomm.com)



QUOTE-2455819  
GTR and GPW

**Billing Address:**  
ST CHARLES, CITY OF  
2 E STATE AVE  
SAINT CHARLES, IL 60174  
US

**Shipping Address:**  
ST CHARLES, CITY OF  
2 E MAIN ST  
SAINT CHARLES, IL 60174  
US

**Quote Date:**12/15/2023  
**Expiration Date:**05/12/2024  
**Quote Created By:**  
Todd Niccum  
tniccum@chicomm.com

**End Customer:**  
ST CHARLES, CITY OF  
John Gal  
jgal@stcharlesil.gov  
630.377.4404

**Contract:** 37987 - STARCOM 21, IL  
CMT2028589

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
GTR 8000 Base Radio						
1	T7039A	GTR 8000 BASE RADIO	1	\$0.00	\$0.00	\$0.00
1a	X265AM	ADD: BR PRESELECTOR, (150-174 MHZ)	1	\$500.00	\$375.00	\$375.00
1b	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	1	\$0.00	\$0.00	\$0.00
1c	X182CB	ADD: DUPLEXER, 144-160 MHZ	1	\$1,380.00	\$1,035.00	\$1,035.00
1d	CA01949AA	ADD: ANALOG ONLY CONV SW	1	\$7,450.00	\$5,587.50	\$5,587.50
1e	CA01951AA	ADD: ANALOG CONVENTIONAL VOTING SW	1	\$0.00	\$0.00	\$0.00
1f	X530BG	ADD: VHF (136-174 MHZ)	1	\$6,300.00	\$4,725.00	\$4,725.00
1g	CA00952AA	ADD: QUANTAR RETROFIT HARDWARE	1	\$50.00	\$37.50	\$37.50
GPW 8000						
2	T7540A	GPW 8000 RECEIVER	1	\$1,000.00	\$750.00	\$750.00
2a	X265AM	ADD: BR PRESELECTOR, (150-174 MHZ)	1	\$500.00	\$375.00	\$375.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800





QUOTE-2455819  
GTR and GPW

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2b	X301AR	ADD: QTY 1 GPW 8000 RECEIVER	1	\$0.00	\$0.00	\$0.00
2c	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	1	\$0.00	\$0.00	\$0.00
2d	X530BH	ADD: VHF (136-174 MHZ)	1	\$3,200.00	\$2,400.00	\$2,400.00
2e	X153AW	ADD: RACK MOUNT HARDWARE	1	\$50.00	\$37.50	\$37.50
2f	CA01949AB	ADD: ANALOG ONLY CONV SW R/X ONLY	1	\$0.00	\$0.00	\$0.00

**Grand Total** **\$15,322.50(USD)**

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



## General requirements

Chicago Communications LLC is responding to this Request for quote as a Prime Contractor.

Chicago Communications LLC will procure, install, and test all new equipment and items included in the proposal. This implementation plan is a culmination of methods and procedures experienced from past successful projects that Chicago Communications LLC has implemented.

Chicago Communications LLC will provide a Project Manager to act as the single point of contact for all administrative, technical, and scheduling issues related to the project. The Project Manager has the overall responsibility for the delivery and implementation of the system and for management of the project timeline.

### Statement of Work

It is the intent of Chicago Communications LLC to use this document as the Statement of Work (SOW) to be self-contained and become a significant Exhibit in the ensuing agreed-upon work required. Any work or equipment not specified within this Statement of Work is outside the scope of this proposed project and will require a change order to complete.

### Project Timeline

The implementation of a system of this scope is a complex undertaking. To ensure that the implementation proceeds smoothly, the Chicago Communications LLC Project Manager has the responsibility to schedule the shipment, installation, optimization, and testing of all systems and sub-systems. The project timeline will be mutually agreed upon award of the contract.

### Project Change Orders

Optional items have been included with our proposal. Our proposal considers these optional items to be part of the overall scope of the project. Either party may request changes within the general scope of this proposal. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Chicago Communications LLC will agree to an equitable adjustment in the contract price or performance schedule, or both. Chicago Communications LLC is not obligated to comply with requested changes unless and until both parties execute a written change order.

### Project Manager

The Chicago Communications LLC Project Manager has complete responsibility for compliant execution of the Contract and has due authority and responsibility over all resources required for such execution. In following through on all these activities, it is the Project Manager's overriding responsibility to keep the team focused on your Total Customer Satisfaction.

It is suggested that the St Charles Public Works have an assigned Project Manager as well representing them in all its decisions and to act as a single point of contact between both parties.

### **Project Team**

The Chicago Communications LLC Project Team has been structured to focus on key project disciplines that conform to the activities described in this proposal.

The Project Team will be divided into the following key disciplines:

System Design

Installation

Testing

Training

Service Warranty/ Maintenance

By having specialized disciplines concentrating on the various key elements of the project, Chicago Communications LLC will effectively meet any specialized needs.

### **Subcontractor Management**

Chicago Communications intends to use Tower Works as our antenna subcontractor to do tower work over 30 Feet. Tower Works will be monitored in their installation by the Chicago Communications Project Manager during all their required installations.

### **Status Reporting Between Chicago Communications LLC and St Charles Public Works**

The Chicago Communications LLC Project Manager will report to the St Charles Public Works Project Manager on a regular basis on adherence to the work plan and work completed for the past reporting period. This project status report will also include any technical or managerial problems.

Work performed

Technical problems encountered and resolved

Management problems encountered and resolved

Attendees

Technical/management items discussed

Action items

Project schedule

## **Authority Levels/ Problem Resolution/ Escalation**

The Project Manager is responsible for complete execution of the project Work Plan and for compliance with the St Charles Public Works/ Chicago Communications LLC contract and master schedule. Supported by Chicago Communications LLC's Management team, the Project Manager is empowered to add any additional resources, personnel, or material needed to maintain the project timeline to ensure the detailed work plan is executed. Additionally, the Project Manager maintains the project budget and is authorized to modify any segments of the Chicago Communications LLC budget to meet the St Charles Public Works deliverables.

## **Quality and Standards of Work**

Chicago Communications LLC's commitment to quality is based on our fundamental objective of customer satisfaction, and our attention to safety requirements. Your customer satisfaction is monitored and reported by the Project Manager to Chicago Communications LLC management through periodic surveys regarding project team performance. This review evaluates all aspects of the project and the progress toward team deliverables to you, our valued customer.

Chicago Communications LLC will comply with all applicable local and national safety requirements in the installation of all Chicago Communications LLC supplied equipment. Chicago Communications LLC requests that the assigned customer Project Manager advise Chicago Communications LLC personnel of any unique safety precautions that should be observed while working at the St Charles Public Works site locations if they apply. All work shall be performed in a manner consistent with high-quality commercial practices, in accordance with Chicago Communications LLC's R56 Quality Standards for Fixed Network Equipment Installations, and all applicable manufacturer's installation and maintenance manuals. All equipment and material being furnished for this project shall be new and will meet the minimum high-quality requirements set forth by Chicago Communications LLC.

## **Installation Overview**

Chicago Communications LLC will commence equipment installation work after the St Charles Public Works designated Project Manager has supplied Chicago Communications LLC with notice to proceed to install the equipment at the St Charles Public Works location. A notice to proceed will be based on two factors:

1. Site Readiness to pass Chicago Communications LLC and customer inspections.
2. Equipment layout approval for the site by the St Charles Public Works Project Manager.

After a notice to proceed is received, Chicago Communications LLC and its subcontractors will coordinate with the Project Manager on all site access requirements prior to commencing installation at all sites. Chicago Communications LLC will install equipment described in this proposal and later approved through the detailed design review (DDR) to determine optionally quoted items. This DDR will occur only once.

## **Phases**



The installation of this equipment will be included in one phase. From date of receipt of equipment, we will plan on installation to occur and complete in one consecutive build over the period determined by both parties.

### **Staging**

Equipment will be staged, programmed, and functionally tested at Chicago Communications LLC's.

### **Installation**

Chicago Communications LLC will replace existing End of Life radio system equipment at the 10th street Water Tower site and at the public works building with Current production radio equipment. We will install the new equipment into existing cabinets at both sites and replace the antenna systems at each location. We will connect the radio equipment sites together using the customer supplied network equipment between sites.

All equipment and lines will be properly secured per the installation manuals and Chicago Communications LLC's R56 Quality Standards for Fixed Network Equipment Installations.

### **Functional Acceptance Testing**

The functionality of the equipment will be demonstrated to the St Charles Public Works. Upon passing the test, the parties will memorialize this event by promptly executing a Functionality Acceptance Certificate.

## **System Acceptance**

**SYSTEM ACCEPTANCE-** System Acceptance will occur upon successful completion of the system cutover. When System Acceptance occurs, the parties will memorialize this event by promptly executing a System Acceptance Certificate. After completion of the cutover, if the St Charles Public Works believes that the System fails the cutover, the St Charles Public Works will provide to Chicago Communications LLC a written notice that includes the specific details of such failure. If the St Charles Public Works fails to provide to Chicago Communications LLC such notice within thirty (30) days after completion of the cutover, System Acceptance will be deemed to have occurred as of the completion of the cutover. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance but will be corrected according to a mutually agreed schedule.

**BENEFICIAL USE-** St Charles Public Works acknowledges that Chicago Communications LLC's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if the St Charles Public Works begins using the System before System Acceptance. Therefore, the St Charles Public Works may not commence Beneficial Use before System Acceptance without Chicago Communications LLC's prior written authorization, which Chicago Communications LLC will not unreasonably withhold. Chicago Communications LLC is not responsible for System performance deficiencies that occur during unauthorized



Beneficial Use. Upon commencement of Beneficial Use, the St Charles Public Works assumes responsibility for the use and operation of the System.

FINAL PROJECT ACCEPTANCE- Final Project Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

### **Chicago Communications LLC Specific Responsibilities**

Chicago Communications LLC is responsible for the following items and services.

Project Management Service- Project Management services will be provided to schedule, coordinate, control, and monitor the implementation of the selected communication subsystems.

#### Subcontractor Supervision

Equipment- Chicago Communications LLC will provide only the specified equipment contained in the Equipment List of this proposal. Based on the final detailed design review.

Documentation- System documentation will include one complete and final copy of the standard instruction manuals for all the equipment being supplied; including original equipment manufacturer material where commonly provided with the purchase of the equipment.

Following is a list of the specific documents that Chicago Communications LLC will be providing to the St Charles Public Works as part of the contract:

1. Description of system functionality
2. Programming templates
3. Interconnection drawings
4. Acceptance testing results
5. Standard system functionality result

Staging and Testing- Chicago Communications LLC will stage and test the new equipment prior to delivery at the customer site to verify connectivity, functionality, and performance capabilities. The staging and testing will be done at Chicago Communications LLC's.

Delivery- Chicago Communications LLC will deliver, off-load, and unpack all Chicago Communications LLC-provided equipment directly to available site locations.

Installation- Chicago Communications LLC will install the new equipment at the sites determined by the DDR.

Cabling- All cabling will be properly labeled and terminated per Chicago Communications LLC's R56 Quality Standards for Fixed Network Equipment Installation. All cabling will be grouped by category and run separately. Cable groups will consist of power, control/data/voice, and ground. All cables will be run neatly in existing cable trays, conduits or raceways provided by the St Charles Public Works.

Grounding- All Chicago Communications LLC-provided equipment will be properly grounded. Ground connections will be connected using approved split bolt or clamp connections. The ground connections will utilize a #6 green-jacketed stranded copper wire. All painted surfaces where ground connections will be attached will be scraped, and dissimilar metal connections will be covered with an antioxidant compound.

Testing- Chicago Communications LLC perform a functional Acceptance Test Plan (ATP) once all related equipment has been installed and optimized to ensure all contractual commitments have been met.

Training- Chicago Communications LLC will provide training for the new radio system. This will include site overview and operation of main standby functionality for all systems.

Maintenance/ Warranty- Provide the St Charles Public Works with appropriate warranty documentation.

## **St Charles Public Works Specific Responsibilities**

The St Charles Public Works is responsible for the following items and services.

Assigning a Project Manager- St Charles Public Works Project Manager will be the primary contact for the Chicago Communications LLC project manager. The responsibilities of the customer project manager will include, but are not limited to the following:

- Participating in the detailed design process after contract award
- Participating, planning, and approving site installation and testing plans
- Communicating internal project status reports

Technical Information- Providing technical information as required on any existing equipment that will be interfaced into the newly proposed console equipment.

Site Access- Making arrangements for and procuring security procedures, clearances, passes, keys, parking, etc., in the line of project work, enabling Chicago Communications LLC and approved sub-contractor personnel access to certain facilities. This also includes making available existing fixed

resources such as the dispatch centers, equipment rooms, and electrical power during the implementation.

Cable Management- Providing all cable ingress/egress access including any concrete coring, raceways, trays, or conduit that will be needed to route equipment cable and ground lines necessary for implementation of the system.

Environmental Condition- Providing all electrical, heating, ventilation, and air conditioning as required to support the equipment to be installed.

Single Point Ground- Providing a single point Master Ground Buss Bar that runs to the building ground for Chicago Communications LLC to run its ground wire to.

Testing- Providing at least one person with approval authority to participate as a witness or inspector of work and functionality.

Payments- Making payments according to the contract.

## **Project Assumptions**

This proposal is based on a set of assumptions, which, during the project, may have an impact to project schedule, responsibilities or cost. The assumptions made are as follows:

That the environmental conditions for the site will be within the operating temperature and humidity limits of the equipment being provided.

That there will not be delays due to building permits, zoning, or construction.

All installation work will occur during normal working hours (8:00 a.m. to 4:30 p.m., Monday through Friday). Installation sites will be available to Chicago Communications LLC and our subcontractors during these times. Chicago Communications LLC will be able, at its option, to perform some tasks during non-normal hours at any of the installation sites.

Chicago Communications LLC will have appropriate access (keys, access codes, or escort) to the installation sites so that work can proceed without delays during normal or non-normal hours.

## **Summary**

Upon installation completion of the Motorola radio system. The customer should have mobile radio coverage throughout the city.

## Standard Terms and Conditions of Sale

1. Scope. Chicago Communications LLC (“Seller”) will sell to the St. Charles Public Works (“Customer”), and Customer will purchase from Seller, the equipment, parts, software, or services related to the equipment (e.g. installation) described in Seller’s Equipment List and Statement of Work (SOW) dated 3/13/2023 (“Proposal”). These terms and conditions, together with the Proposal, comprise the “Agreement.” Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal or to a Customer solicitation to which the Proposal responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. \$31,621.65 inclusive of applicable sales, use, or similar taxes and freight. Chicago Communications LLC ordering procedures and Payment Terms are enclosed. Customer will make payments to Seller within thirty (30) days after the invoice date. All freight charges will be pre-paid by Seller and added to the invoices, when applicable. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

### STANDARD PAYMENT TERMS:

- 45% - AT Time of Contract
- 25% - Upon Delivery
- 20% - Upon Installation
- 10% - Upon System Acceptance or Beneficial Use

3. Software. Any software owned by a third party (“Non-Chicago Communications LLC Software”) is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense such software. Seller makes no representations or warranties of any kind regarding such Software.

4. Express Limited Warranty and Warranty Disclaimer. All Third-Party Equipment is warranted under the manufacturer’s warranty for a period in accordance with the Proposal. Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to: defects or damage resulting from use of the equipment in other than its normal, customary, and authorized manner; defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; breakage of or damage to antennas unless caused directly by defects in material or workmanship; defects or damage caused by Customer’s failure to comply with all applicable industry and OSHA standards; equipment that has had the serial number removed or made illegible; freight costs to ship equipment or parts to the repair depot; scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and normal or customary wear and tear. These

express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product or replace it with the same or equivalent product. Such action will be the full extent of Seller's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Structural Standards. Customer will provide for, if required, structural analysis and engineering for tower and / or building loading for the sites identified or used for this project. Any required structural analysis and subsequent work as a result of, will be the responsibility of the Customer. Customer warrants that the selected tower and/or building sites current engineered design is structurally sound and that the modifications being made are within the documented design capabilities. Customer further warrants that it has secured the necessary permits and approvals from the tower and/or building site owners, allowing for access and the proposed modifications as outlined in the proposal to those sites. Chicago Communications and Subcontractor will visually assess the integrity of the existing tower and building structures, identify any risk factors associated with the work to be conducted, and specify any necessary structural changes prior to commencement of work, following industrial standards established by the Telecommunications Industry Association.

- TIA 222-G Structural Standard for Antenna Supporting Structures and Antennas.
- TIA 1019-A Standard for Installation, Alteration and Maintenance of Antenna Supporting Structures and Antennas.

6. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance.

The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

7. LIMITATION OF LIABILITY. Except for property damage, personal injury or death, Seller'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 purchase price of the products or services for

which losses or damages are claimed. SELLER 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 THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

8. Confidential Information and Preservation of Proprietary Rights. If any information marked “Confidential” is provided by one party to the other, the receiving party will maintain the confidentiality of such information and not disclose it to any third party; take necessary and appropriate precautions to protect such information; and use such information only to further the performance of this Agreement. Confidential information is and shall remain the property of the disclosing party, and no grant of proprietary rights as it relates to the confidential information is given or intended to be given to the Customer by the Seller. Any copyright owner of Software, and any third-party manufacturer own and retain all of their respective proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. This Agreement does not grant any right, title or interest in Seller’s or Third-Party proprietary rights, or a license under any patent or patent application.

9. Non-solicitation. During the term of this 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 CHICOMM or its subcontractors without the prior written authorization of CHICOMM. This provision applies only to those employees of CHICOMM or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

10. Government Contracting Information. CHICOMM and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. CHICOMM and subcontractor shall abide by the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

11. Miscellaneous. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This



Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement, and the Proposal, the ordering procedures, and the Payment Terms, constitute the entire agreement of the parties regarding this transaction, supersede all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Seller:**

By: **Chicago Communications, LLC**  
Name and Title: Cindy Glashagel  
Principal

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

**Customer:**

By: \_\_\_\_\_  
Name and Title: John Gal Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature*





# Bid Waiver One Time Today through \_\_\_\_\_

Description: \_\_\_\_\_

Requested Vendor: \_\_\_\_\_

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_

Approval: \_\_\_\_\_

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$\_\_\_\_\_ for this one-time order, and/or \$\_\_\_\_\_ for a 12-month period.

2. This good/service has been competitively solicited within the past 24 months. YES NO  
If Yes, Was the solicitation published on the city website? YES NO

### 3. Justification for Bid Waiver:

**Emergency** i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

**Urgent** i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement**. \_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_