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ECONOMIC OPPORTUNITY PLAN City of Philadelphia – Motorola, Inc. ASTRO 25 Upgrade

I. Purpose

A. Executive Orders 02-05 and 14-08 establish policies relating to antidiscrimination in contracts with the City of Philadelphia (the "City") for the purpose of providing equal opportunity in contracting and employment and assuring that City funds and resources are not used directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. In furtherance of these policies, Chapter 17-1600 of The Philadelphia Code requires the development and implementation of "Economic Opportunity Plan(s)" for contracts that are subject to approval by City Council. Economic Opportunity Plans are intended to memorialize the applicable contracting party's commitment to make "best and good faith efforts" to provide meaningful subcontracting opportunities for businesses owned by minority persons, women and disabled persons ("M/W/DSBEs") and provide for an appropriately diverse workforce.

Motorola, Inc. ("Motorola") is a manufacturer of wireless RF communications equipment systems and a service provider, which has provided and currently maintains the City of Philadelphia's 800 MHz Public Safety Radio Network. Motorola has proposed an upgrade to the current network which will bring the current infrastructure to an Internet Protocol based platform (ASTRO 25) and will provide the City of Philadelphia, its Public Safety personnel, all radio using agencies and Citizens with the latest platform to increase network capacity, and position the network for new and future communications technologies (the "Project"). The implementation period of the Upgrade is preliminarily set for 21 months.

Motorola and the City desire to promote and increase economic opportunities for local residents and businesses, which may be derived from Motorola's continued provision and maintenance of the Public Safety Radio Network and services thereof. In furtherance of Motorola's and the City's shared goals with respect to such economic opportunities as they relate to the 800 MHz Public Safety Radio Network ASTRO25 Upgrade, Motorola hereby submits this Economic Opportunity Plan (the "Plan") effective as of the date Amendment No. 3 to Contract No. 99-0844 ("Agreement") is executed by both parties pursuant to which Motorola commits to exercise "best and good faith efforts" (as hereinafter defined) throughout the term of this Plan, to provide meaningful contracting opportunities for M/W/DSBEs and employment opportunities for minority persons and women during the implementation phase of the upgrade. Motorola agrees to

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include in all subcontracts let by Motorola in connection with the Project, an enforceable requirement that each subcontractor abide by the provisions of the Plan.

The Term of this Plan, and all of the commitments and obligations set forth herein, shall expire on the date of Final System Acceptance of the ASTRO 25 Upgrade project.

B. For the purposes of this Plan, MBE, WBE and DSBE (collectively, "M/W/DSBEs") shall refer to businesses so certified by the City's Office of Economic Opportunity ("OEO").

C. For purposes of this Plan, the term "best and good faith efforts," means those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful business opportunities for M/W/DSBEs and employment opportunities for minority persons and females including Philadelphia residents. The sufficiency of Motorola's best and good faith efforts shall be in the sole determination of the City. As an example of best and good faith efforts, Motorola will undertake the following activities:

- Motorola solicits, through all reasonable and available means, the interest and participation of M/W/DSBEs which have the capability to perform related and specific work of the ASTRO 25 Upgrade project. Such efforts include the use of the City's Office of Economic Opportunity ("OEO") Directory.
- Motorola provide interested MBEs, WBEs and DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Motorola establishes a single point of contact within Motorola for communication with the City and M/W/DSBEs regarding the implementation of this Plan.
- Motorola negotiates in good faith with interested M/W/DSBEs by using good business judgment which includes consideration of price and capabilities as well as the objectives of the Plan.

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II. Statement of Diversity Practices, Policies and Past Achievements

A. Motorola Supplier Diversity Program

The Motorola Supplier Diversity Department is a centralized organization that supports all of Motorola's business units and strives to match the diversity of our supply base to our customers and consumers and effectively support diversity community outreach programs.

The charter of Motorola's Supplier Diversity Department is to take initiatives to build strength in socially and economically disadvantaged business sectors as these sectors grow to become critical elements of global corporate citizenship. Motorola recognizes that inclusion of diversity suppliers in our supply chain broadens our access to innovation and creativity to help us win in the marketplace. Diversity ensures that we have the broadest representation of diversity of ideas, perspectives and talent in our supply chain. Diversity businesses have supplied Motorola with a variety of products and services such as cables, accessories, packaging, logistics, travel and engineering.

Motorola is committed to the identification, development and utilization of small, minority, woman, and other business enterprises that meet Motorola's objectives for quality products and services in support of achieving our key initiatives, providing a competitive advantage, and ensuring compliance with contractual requirements.

Through outreach efforts to diversity organizations, such as the National Minority Development Council and the Women's Business Enterprise National Council, the Supplier Diversity Department provides a communication link to Motorola opportunities. Motorola's outreach is also global: in 2005, Motorola participated in a trade mission to create business relationships between U.S. minority businesses and South African Black Economic Enterprises.

In 2008, Motorola spent 9.3% of eligible US spend with diversity businesses. Motorola includes only certified diversity suppliers in this measurement. Motorola accepts third-party certifications from national and regional organizations as well as city and state municipalities, including, but not limited to the City of Philadelphia, Minority Supplier Development Council of PA-NJ-DE, NMSDC and WBENC.

Motorola's Supplier Diversity Department supports customer initiatives by tracking and reporting Motorola's participation with diversity suppliers. Through its proprietary "Tier 2 Reporting," Motorola requires its prime suppliers to report their diversity supplier spend for work done on behalf of Motorola. Motorola is committed to the following:

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- As a prime contractor, Motorola is committed to achieving the goals of the Federal Government Small Business Subcontracting Program.
- Motorola supports its customers who share their commitment to diversity participation by achieving their customers' contractually required targets.
- Motorola has internal goals with management accountability to achieve a target percentage of diversity supplier procurement.

The Motorola Supplier Diversity Department is responsible for developing, leading and providing assistance for activities related to the identification and utilization of diversity suppliers, disseminating information on available business opportunities, and ensuring that such businesses are provided an equal opportunity to bid on goods or services purchased or contracted.

Motorola has centralized its supplier diversity program in order to maximize and leverage use of diversity suppliers within its supply chain. The organization reports to the Chief Procurement Office in the Motorola Integrated Supply Chain.

In addition to leadership positions in national and regional supplier diversity organizations, Motorola participates in outreach events. Motorola financially sponsors and/or has a presence at many supplier outreach events including, but not limited to:

- National Minority Supplier Development Council Conference and Business Opportunity Fair (NMSDC)
- Telecommunications Industry Group (TIG) Supplier Diversity Summit (Note: TIG is an NMSDC Industry Group.)
- Women's Business Enterprise National Council Trade Fair (WBENC).
- Chicago Minority Business Development Council Business Opportunity Trade Fair (CMBDC)
- Women's Business Development Center Buyers Mart (WBDC)

MOTOROLA SUPPLIER DIVERSITY POLICY

It is the policy of the Motorola to purchase goods and services necessary for the effective operation of our business from minority, woman, and other business enterprises to the fullest extent possible consistent with the merits of the suppliers' offerings. Motorola puts forth its best efforts to source and utilize qualified minority, woman, and other business enterprises for subcontracting opportunities.

The program requires all individuals making purchasing and/or sub-contracting decisions and the Supplier Diversity Department to make every effort to achieve the objectives of the program. The focus is to develop mutually beneficial long-term relationships with our customers and suppliers.

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Motorola is committed to the identification, development and utilization of minority, women, service disabled, veteran, and other diversity business enterprises that meet Motorola's objectives for quality products and services in support of achieving our key initiatives, providing a competitive advantage, and ensuring compliance with contractual requirements.

The program requires all individuals making purchasing/sub-contracting decisions and the Supplier Diversity Department to make every effort to achieve the objectives of the program. The focus is to develop mutually beneficial long-term relationships with our suppliers.

The Supplier Diversity Department identifies specific business needs and, using a variety of tools, sources minority, woman, and other business enterprises that have the potential to meet the identified needs. Motorola is currently seeking to identify more businesses that can contribute goods necessary in the manufacturing process as well as provide related services. Motorola is also identifying potential businesses to provide more services related to the day-to-day operation of its business.

Motorola's Supplier Diversity Program Director is Nannette Kelley. She can be reached at (480) 208-9377 and Nannette.Kelley@motorola.com. Reporting to Kelley is Jeffrey Espiritu, Supplier Diversity Manager. He can be reached on (847) 632 – 5371 and j.espiritu@motorola.com. In addition to supporting Motorola's national efforts for supplier diversity participation, Mr. Espiritu supports Motorola's city and state project teams. For this project, he supports Motorola's City of Philadelphia Project Team.

B. City of Philadelphia

Project-specific diversity spend information for the City of Philadelphia is not available as it has been ten years since the last project. However, diversity spend with minority and woman owned businesses located in Philadelphia for the period 2007-2008 was \$23 Million. Philadelphia suppliers represented in this dollar amount are:

- Urban Harvest Partnership LLC (MBE), Systems Integration Services
- SHI International (MBE), Software - Business
- RA Consulting Services (MBE), Professional Services

C. Management and Employee Demographics

Motorola is an Equal Employment Opportunity Employer and has filed federal Form EEO1, attached hereto, which presents a breakout of Motorola's employees by race, gender and ethnicity. Motorola has established diversity

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councils within its company which help integrate inclusion into its marketing, community involvement, recruitment and employee development initiatives. Led by senior executives and open to any Motorola employee, the councils sponsor inclusion events, collaborate with external inclusion organizations, raise awareness and mentor employees.

III. Economic Opportunities

A. M/W/DSBE Participation

1. Participation Ranges and Documentation Requirements

As a benchmark for Motorola's expression of its best and good faith efforts to provide meaningful and representative opportunities for M/W/DSBEs on this Project, the following participation ranges have been developed by the OEO. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this Project through the exercise of Motorola's best and good faith efforts. **These ranges are based upon an analysis of factors such as the size and scope of the Project, the availability of subcontracted portions and the availability of MBEs, WBEs and DSBEs to perform various elements of the Project:**

ASTRO 25 UPGRADE	MBE	WBE	DSBE
ELECTRICAL SUPPLY & INSTALL	15% - 20%	5% - 10%	Encouraged
PROJECT MANAGEMENT	10 % - 20%		Encouraged
ANCILLARY SERVICES	15% - 20%	5% -10%	Encouraged

a. Documentation of Best and Good Faith Efforts

Prior to execution of the Agreement, Motorola shall complete and submit to the OEO, the *Documentation of Best and Good Faith Efforts Form-Part A* ("BGFE Form"), attached hereto and made a part hereof, which identifies its solicitations and commitments with M/W/DSBEs, and details its exercise of best and good faith efforts to include M/W/DSBEs in the Project. The submission of the BGFE Form is a material element in the contract.

(i) The BGFE Form must include the company name, address, contact person, telephone number, facsimile number and OEO certification number of each M/W/DSBE firm solicited for participation on this Project (regardless of the response by the firm), a detailed description of the services or the supply effort solicited/quoted and the dollar amount and percentage of contract commitments made to M/W/DSBE firms. Avoid using one-word

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descriptions of the services or supply effort and submit copies of the supporting quotation(s) or letter(s) of intent. If no commitments were made, or if quotes were not received from solicited M/W/DSBE firms, provide an explanation. Only firms that are certified by the OEO at the time of execution of the contract will receive credit as a best and good faith effort. A list of currently certified firms is maintained by the OEO and is available online at www.phila.gov/mbec/directory or in printed format at the OEO offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

(ii) M/W/DSBEs identified on the BGFE Form constitutes a representation by Motorola, that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that Motorola has made a legally binding commitment with the firm for the work or supply effort described and the dollar/percentage amount(s) set forth on the BGFE Form. Motorola is required to maintain the M/W/DSBE percentage commitments throughout the term of the contract which shall apply to the total amount of the contract and any additional increases. In the event Motorola's contract is increased by change order and/or modification, or amendment, it shall be the responsibility of Motorola to apply its best and good faith efforts to the amended amount in order to maintain any participation ranges committed to on the total dollar amount of the contract at the time of contract completion.

(iii) Only subcontracts where the M/W/DSBE performs a commercially acceptable function will receive credit as best and good faith efforts ("CAF"). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with contract scope of work/specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The City may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF and in determining the amount of credit received towards the participation ranges. For example, using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the scope of work and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

(iv) In calculating the percentage of M/W/DSBE participation, the standard mathematical rules shall be applied in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the BGFE Form, the percentage will govern.

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(v) Upon execution of the Agreement, the letters of intent, quotations and any other accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs, including the BGFE Form, become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for the listed firms, changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by OEO. Throughout the term of the contract, Motorola is required to continue its best and good faith efforts.

2. Participation Commitment

Motorola agrees to use best and good faith efforts to meet the commitment set forth below over the Term of this Plan (the "M/W/DSBE Participation Commitment"). The M/W/DSBE Participation Commitment is \$1,391,000 as further described below:

Services portion¹ of ASTRO 25 Upgrade Project Contract:

<i>Design Review</i> [Motorola Project Management (PM), and Engineering]	\$228,375.00
<i>System Staging</i> [Motorola, Schaumburg, IL]	\$709,496.00
<i>Site Improvements</i> [A portion of these tasks will be subcontracted to Spectrum Electric, WBE]	\$1,054,301.00
<i>Installation, Optimization & Cutover</i> [Motorola: Service Center, System Technologist, PM and Engineering]	\$3,901,474.00
<i>Acceptance Testing</i> [A portion of these tasks will be subcontracted to PALURA, MBE and Spectrum Electric, WBE]	\$346,550.00
<i>Training</i> [Motorola is in the process of certifying PALURA, MBE to perform End User Training]	\$378,618.00
<i>General: PM, Project Administration, Engineering, Documentation</i> [A portion of these tasks will be subcontracted to PALURA, MBE and Spectrum Electric, WBE]	\$1,520,417.00
Total Services	\$8,139,231.00

¹ The dollar amount represented in the "Services portion" is exclusive of Motorola's supply of communications equipment valued at \$26.3 Million; the communications equipment is manufactured and distributed exclusively by Motorola for the Project.

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Motorola Services ²	\$6,484,930.00
Total dollars available for outside subcontracting:	\$1,654,301.00
M/W/DSBE Service Participation Commitment	\$1,391,000.00
<u>Equipment Sourcing Commitment</u>	
Sun Servers Provided by ITD (WBE)	\$154,000.00
Urban Harvest Partnership (MBE #7048018CC) provided equipment and services	\$5,052,180.00
M/W/DSBE Equipment Sourcing Commitment	\$5,206,180.00
OEO Participation Commitment	\$6,597,180.00

(Equipment sourcing plus Services) equals 19.13% of the contract value of \$ 34,492,433.00

a. Service Provider Requirements/Qualifications

In order to ensure a successful system implementation and to guarantee compliance with Motorola's system warranty requirements, certain tasks and functions of the proposed upgrade must be performed by Motorola employees, such as a Project Manager, System Engineer and System Technologist. These personnel must have the necessary training, skills, experience and access to Motorola proprietary tools and information. **Critical system tasks, such as Design Review, System Staging, System Installation/Optimization and Technical Training, can only be performed by Motorola personnel.** Highlighted below are further descriptions of the tasks associated with the listed service responsibilities:

(i) Design Review (Motorola PM and Engineering):

This item is for Motorola Systems Engineering and Motorola Project Management, along with the City and/or its designees, to jointly review the technical design of the Astro 25 system upgrade. Since this phase is highly technical in nature, and speaks directly to the equipment and services that Motorola is responsible for, the participation is limited to Motorola.

(ii) System Staging (Motorola):

This item is for the fixed network infrastructure network (FNE) to be completely staged at Motorola's Customer Center for Solutions Integration (CCSI), located at Motorola's campus in Schaumburg, IL. The tasks associated with these items are performed by Motorola System Technologists, Motorola Project Management, and Motorola Systems

² The dollars represented in "Motorola Services" include amounts for certain services provided exclusively by Motorola to ensure Warranty and Project Test Plan and are not available to outside contracting.

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Engineering. The FNE will be temporarily installed at CCSI, will be completely functional, and will be available for live demonstration to the City and/or its designees. Full functionality testing will be verified and approved by the City and/or its designees before the system is shipped to its final destination for installation. Since this phase is highly technical in nature, and speaks directly to the equipment and services that Motorola is responsible for, the participation is limited to Motorola.

(iii) Site Improvements (Subcontractors):

Portions of tasks associated with Site Improvements are available for inclusion in Motorola's Plan and will be subcontracted to MW/DSBEs.

(iv) Installation, Optimization & Cutover (Motorola: Service Center, System Technologist, PM and Engineering):

These items are comprised of the installation, optimization, and cutover of the Astro 25 system upgrade. The tasks associated with these items are performed by Motorola's Authorized Service Center, Motorola System Technologists, Motorola Project Management, and Motorola Systems Engineering. These items require Motorola-certified technicians and speak directly to the equipment and services that Motorola is responsible for, therefore the provision of these services are exclusive to Motorola.

(v) Acceptance Testing (Motorola PM and Engineering):

These items are comprised of the system acceptance testing for the Astro 25 system upgrade, and are performed by Motorola Systems Engineering and Motorola Project Management. The Acceptance Testing is conducted jointly with Motorola and the City and/or its designees, but portions of tasks associated with Acceptance testing are available for inclusion in Motorola's Plan and will be subcontracted to MW/DSBEs.

(vi) Training (Motorola Worldwide Learning Services):

This item is for complete end user and administrative training for the equipment and services associated with the Astro 25 system upgrade. These tasks are performed by Motorola worldwide Training Services (WLS). The curriculum and training materials are completely developed and deployed by WLS. Training must be furnished by Motorola and/or Motorola certified trainers. End User Training is available for inclusion in Motorola's Plan and will be subcontracted to Motorola-certified MW/DSBEs.

(vii) General: Project Management, project administration, engineering, documentation. These items consist of general project management tasks, general project administration tasks, general engineering tasks, and system documentation. Portions of tasks associated with Project Management are available for inclusion in Motorola's Plan and will be subcontracted to MW/DSBEs.

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b. M/W/DSBE Subcontractor's Responsibilities³

PALURA Systems [MBE]:

- **Project Management Services:** Provide project manager(s), with the necessary skills, to directly support the Motorola Lead Project Manger, in all aspects of the project implementation. Motorola may also utilize them for pre-site inspections. This will ensure on-time, seamless and high-quality system implementation/installation.
- **End-User Training:** Provide subscriber training for all the end-users, such Police, and Fire personnel. PALURA is committed to hiring the most qualified/skilled person(s) for this task, and Motorola is committed to providing the necessary training and certification for PALURA's trainer(s).
- **Warehousing/Storage Facility:** Potentially provide some additional (above and beyond what the Motorola Service Center will provide) warehousing space, and inventory services, for storing the equipment shipped to the City, during the installation of the various segments of the system.
- **Coverage Acceptance Testing (CATP):** Provide technical staff in support of the CATP.
- **PALURA Systems** will utilize local expertise and staff, with knowledge of Philadelphia standards and best practices, to handle any spikes in project workload and to ensure project deadlines are met.

Spectrum Electric, Inc. [WBE]:

- **Electrical Upgrades:** Upgrade the existing electrical systems at each site to support the additional equipment operating in parallel with the existing equipment during the cutover period.
- **Coverage Acceptance Testing (CATP):** Provide technical staff in support of the CATP.
- **Fixed Network Equipment (FNE) Installation:** Provide support to the Motorola Authorized Service Center for the physical installation and removal of the FNE.

Urban Harvest Partnership, LLC [MBE]:

- Providing radio equipment and services; such as inventory management, tracking and services related to trade-in.

ITD [WBE]:

- Providing Sun server equipment for ASTRO 25 infrastructure

³ Based upon preliminary scope and letter(s) of intent, the anticipated dollar value of PALURA Systems' contract is \$845,000. and \$546,000 for Spectrum Electric, Inc.

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B. Employment

1. Employment Benchmarks and Outreach

Motorola agrees to exhaust its best and good faith efforts to employ minority persons, women and Philadelphia residents in the Project workforce. As evidence of its Best and Good Faith Efforts, Motorola shall maintain a current list of minority and female recruitment sources and provide written notification to these recruitment sources when Motorola has employment opportunities available in connection with the Project. Motorola agrees to work with the Philadelphia Workforce Development Corporation and similar programs to identify candidates for employment with its local suppliers. For this project, Motorola is obligated to exhaust its Best and Good Faith Efforts to employ or cause its subcontractors to employ:

Minority Workers – **30%** of all hours worked by all workers on the Project
Female Workers – **8%** of all hours worked by all workers on the Project

After the execution of the Agreement, it is anticipated that Motorola's subcontractors will hire additional people to fulfill the contracted scopes of work assigned to them during the implementation phase of the ASTRO 25 Upgrade.

PALURA Systems plans to hire 2-3 personnel for the project management and training related tasks, as well as utilize existing Philadelphia-based employees from their Center City office.

Spectrum Electric plans to hire 2-3 additional personnel to work specifically on the electrical upgrade related tasks.

Henkels & McCoy also plans to hire 2-3 personnel for electrical design and CAD support.

In anticipation of the execution of the Agreement, Motorola has staffed the necessary resources for the implementation of the system upgrade as well as its ongoing maintenance.

2. Training

Motorola intends to provide training and educational opportunities for various aspects of the work to be performed by the subcontractor organizations under this Plan. Motorola shall use its best and good faith efforts to provide such training and educational opportunities to City certified and subcontracted minorities, women, handicapped and veterans on a non-discriminatory basis.

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IV. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of Motorola's Plan. OEO reserves the right to request further documentation and/or clarifying information at any time prior to execution of the contract which may result in Motorola's amendment to its BGFE Form.
2. Best and good faith efforts will be evaluated on the basis of the BGFE Form and any other information requested from Motorola by the City.

V. Compliance and Monitoring of Best and Good Faith Efforts

A. Recordkeeping and Quarterly Reports.

1. Motorola agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Director of OEO, or the appropriate designee thereof, shall be Motorola's primary point of contact for the purposes of collecting or providing information or carrying out any of the activities under this Plan. The primary contact for Motorola for purposes of this Plan shall be the Project Manager assigned for the ASTRO 25 Upgrade Project period. Motorola agrees to provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments.

2. Within twenty (20) days of the close of each calendar quarter during the Term of this Plan, Motorola shall provide the Director of OEO (or the appropriate designee thereof) with a written report setting forth, in reasonable detail, Motorola's exercise of "best and good faith efforts" as defined in Section I. C hereof, and Motorola's satisfaction of the Participation Commitment as described in Section II. A. and B. hereof (the "Quarterly Report"). Such Quarterly Report shall include the following information:

- the name of each M/W/DSBE providing services to Motorola / City of Philadelphia;

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- a description of the services provided by each M/W/DSBE;
- the amount of the contract or procurement with each M/W/DSBE;
- the amount actually paid by Motorola to each M/W/DSBE for the applicable portion of the calendar year and to date from the commencement of this EOP.

3. OEO reserves the right to request further documentation and/or further clarifying information from Motorola at any time during the term of this Plan in order to confirm Motorola's compliance with the terms hereof. Motorola agrees that it will cooperate in good faith with any such request from OEO.

4. Notwithstanding anything to the contrary set forth herein, Motorola shall not be required to disclose information or materials that it reasonably deems (and so designates in writing) to be proprietary or confidential in nature; provided, however, that Motorola shall not designate information or materials as proprietary or confidential for the purpose of evading compliance or disclosure of noncompliance with Motorola's obligations under this Plan.

B. Oversight Committee

1. For this project, the City, in its sole discretion, will establish a Project Oversight Committee consisting of representatives from Motorola and the City including the City's Project Manager, OEO, and any other appropriate representatives ("Committee"). The Committee will meet to provide advice for the purpose of facilitating compliance with the Plan.

2. The City will convene meetings of the Project Oversight Committee no more than two (2) times per year and only after commencement of the Project.

C. Prompt Payment of M/W/DSBEs

1. Motorola shall within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors their proportionate share of such payment for work performed.

VI. Remedies and Penalties for Non-Compliance

A. Motorola agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to materially comply with these requirements may constitute an Event of Default under the Agreement. It is further agreed and understood that in the event the

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City determines that Motorola has failed to comply with the Plan requirements the City may, in addition to any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies discussed below, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Suspend the Motorola from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- c. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, and amendments.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights under the contract nor shall it give rise to actions by any third parties including identified MW/DSBE subcontractors. No privity of contract exists between the City and the MW/DSBE subcontractor(s) identified in this Plan or related documents (e.g., BFG Form). The City does not intend to give or confer upon any such MW/DSBE subcontractor(s) any legal rights or remedies in connection with subcontracted services under any law or Executive Order or by any reason of any contract related to this Plan except such rights or remedies that the MW/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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Economic Opportunity Plan as approved in March 2009

System Cost	\$34,492,433
Total Motorola Manufactured & Provided Equipment	\$26,353,202
Motorola Provided Project Services	\$4,901,419
Installation Services Provided by Wireless Comm (LBE #2120)	\$1,583,511
Services Provided by Palura Systems (MBE # 7904113EC)	\$845,000
Services Provided by Spectrum Electric, Inc (WBE #4703040GC)	\$546,000
Architect and Engineering Provided by Henkels and McCoy (LBE #66296)	\$263,301

Updated Economic Opportunity Plan Additional Commitments as of May 21, 2009

Sun Servers Provided by ITD (WBE) (in process of getting certified in Philadelphia)	\$154,000
Urban Harvest Partnership (MBE #7048018CC) provided equipment and services; such as inventory management, tracking and services related to trade-in.	\$5,052,180

Summary of Updated Commitment for OEO as of May 21, 2009

System Cost	\$34,492,433
Total Motorola Manufactured & Provided Equipment	\$21,147,022
Sun Servers Provided by ITD (in process of getting certified in Philadelphia)	\$154,000
Urban Harvest Partnership (MBE #7048018CC) provided equipment	\$5,052,180
Motorola Provided Project Services	\$4,901,419
Installation Services Provided by Wireless Comm (LBE #2120)	\$1,583,511
Services Provided by Palura Systems (MBE # 7904113EC)	\$845,000
Services Provided by Spectrum Electric, Inc (WBE #4703040GC)	\$546,000
Architect and Engineering Provided by Henkels and McCoy (LBE #66296)	\$263,301
OEO Participation \$6,597,180 which is 19.13% of the contract value	

Ongoing Diversity Commitments

Trade fair in Philadelphia - invite minority firms on how to do business with Motorola. Will coordinate with OEO. Targeted for Summer 09.
 Identify potential minority organizations for inclusion in our Motorola Repair Service Program (targeted Summer 09)
 -Provide Product Training and Installation Training to interested and qualified organizations
 -Roadmap for certification and ongoing support with ETA-I certification company
 Provide additional equipment through local MBE firms. This could represent \$1.7m annually based on projections by public property.

Motorola US Spend with Diversity:

2008 US spend was \$3.9 Billion of which \$370 million was spent with diversity suppliers
 2009 US spend projected is \$3.6 Billion of which \$396 million will be spent with diversity suppliers

Motorola Diversity Employment in Schaumburg

Hispanic	2,009
Black or African American	1,279
Asian	6,199
American Indian	81
Native Hawaiian	9
White Male	14,181
White Female	4,202

Motorola Diversity Employment in Pennsylvania

Hispanic	50
Black or African American	77
Asian	149
American Indian	3
Native Hawaiian	3
White Male	972
White Female	231