State of Illinois
Contract - Obligation Document

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Transaction Code</th>
<th>Contract/Obligation No.</th>
<th>Transaction Date</th>
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<td>7/23/2008</td>
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- Contract Action: 1. New ✅
- Governor's Release No.: 50
- Appropriation Account Code: 904-49360-1900-00-00
- Obligation Amount: $254,260.00

Vendor's Name and Address

Harris Corporation
P O Box 9800
Melbourne, FL 32902-9800

Multiple Year Contract
From: 7/22/2008 To: 6/30/2009
Current Fiscal Year of Contract
Annual Contract Amount: $254,260.00

Multiple Year Contract Amounts - Year 2 - 7 (and over)

<table>
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<tr>
<th>Year</th>
<th>Amount</th>
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<tbody>
<tr>
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Description
See attached letter from the Office of the Governor

CC 681 $254260 Line 1

Method of Compensation

<table>
<thead>
<tr>
<th>Multiple Rates</th>
<th>Award Code</th>
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<tbody>
<tr>
<td>Per</td>
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<tr>
<td>OT</td>
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<td>Subcontractor Disclosure Y/N</td>
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<table>
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<tr>
<th>Travel Expenses</th>
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<tbody>
<tr>
<td>$0.00</td>
</tr>
<tr>
<td>Y/N</td>
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</table>

Marty Kuhn
Prepared By
7/23/2008

Larry G. Trent
By: Michael T. Yokley
7/23/2008

State Police
Contracting Agency/Division

State Police/Administration
Filing Agency/Division

Copy 3 - Purchasing
ILLINOIS STATE POLICE  
MATERIAL REQUEST FORM

Division Head: Division Col. Charles E. Brueggemann  
Supervisor’s Approval: Lt. Col. Lance O. Adams  
NOTE: Supplies/Services under $50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must  
registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.  
Small and Diverse Businesses.htm

<table>
<thead>
<tr>
<th>Commodity Index # (CIN)</th>
<th>Quantity</th>
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LOCATION CODE 49370 001 11 TECH SERV
ILLINOIS STATE POLICE
MATERIAL REQUEST FORM

Division Head: Division Col. Charles E. Brueggemann
Supervisor’s Approval: Lt. Col. Lance O. Adams
Requested By: Capt. Kilby

NOTE: Supplies/Services under $50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.illinois.gov/bep/Small and Diverse Businesses.htm

NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Cost</th>
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</thead>
<tbody>
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<td>Each</td>
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</table>

TOTAL $254,260.00

Summary of need and impact to other entities

Project Name:

Was item budgeted? X Yes No If no, please justify. SBSA Does Not Provide
Specifications Attached: X Yes No Contract Attached: No
SBSA Vendor Used? Yes X No/NA If No, SBSA Waiver Attached: Yes Not Required

SOURCE OF SUPPLY

NAME: Harris Corporation
ADDRESS: P O Box 9800
CITY: Melbourne, FL 32902-9800
FEIN:

NAME:
ADDRESS:
CITY:
FEIN:

SHIP TO/BILL TO AS FOLLOWS:

SHIP TO CODE: 49360-64
BILL TO CODE: 49360-64
LOCATION:
ATTENTION: D Claypool
TELEPHONE: 217 557 1278
COST CENTER CODE: 681

FOR FISCAL USE ONLY

Checked SBSA Directory Yes N/A

Analyst Approval: N/A

Date: 2/15/08

493-0620

ISP 2-43 (Rev. 12/06)
ILLINOIS STATE POLICE
MATERIAL REQUEST FORM

NOTE: Supplies/Services under $50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.illinois.gov/hep/small_and_diverse_businesses.htm

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LOCATION CODE 49370 001 11 TECH SERV

FEB 14 2008
ILLINOIS STATE POLICE
MATERIAL REQUEST FORM

NOTE: Supplies/Services under $50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.illinois.gov/bep/Small and Diverse Businesses.htm

NAME OF ITEM INCLUDING size, color, and full description of services to be performed. Contract, lease, bid, or other documentation must be attached.

Commodity Index # (CIN)

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SUMMARY OF NEED AND IMPACT TO OTHER ENTITIES

Project Name:

Was item budgeted? X Yes No

Specifications Attached? X Yes No

SBSA Vendor Used? Yes X No/NA

TOTAL $254,260.00

SOURCE OF SUPPLY

NAME: Harris Corporation
ADDRESS: P.O Box 9800
CITY: Melbourne, FL 32902-9800

SHIPPED/BILLED TO AS FOLLOWS:

SHIP CODE: 49360-64
BILL TO CODE: 49360-64
LOCATION: [Redacted]
ATTENTION: D Claypool
TELEPHONE: 217 557 1278
COST CENTER CODE: 681
FOR FISCAL USE ONLY
Checked SBSA Directory: Yes N/A

Analyst Approval: [Signature]
Date: 2/08/08

ISP 2-43 (Rev 12/06)
TO: Director Larry G. Trent

FROM: Purchasing Officer Marty D. Kuhn

DATE: June 27, 2008

SUBJECT: Procurement of Harris Cellular Tracking Equipment

Your approval is requested for the purchase of covert cellular tracking equipment in the amount of $254,260 for use by the Technical Investigations Unit. Attached is a Basic Ordering Agreement itemizing the equipment being purchased and the associated Material Request Form. The purchase is being paid for through the State Police Federal Projects Fund.

Also attached is copy of the waiver letter signed by Mr. Bill Quinlan, General Counsel, Office of the Governor, exempting the Illinois State Police (ISP) from following Procurement Code rules for the purchase of equipment from the Harris Corporation. As a result, the ISP was exempted from the Procurement Business Case process and the competitive bid process.

Your signature below indicates your approval of this procurement.

Interim Chief Legal Counsel: [redacted] Date: 6/27/08

Interim Chief Fiscal Officer: [redacted] Date: 6/27/08

Director: [redacted] Date: 6/27/08

Attachments
March 18, 2008

Larry G. Trent
Director, Illinois State Police
801 S. Seventh Street, Suite 1100-S
P.O. Box 19461
Springfield, IL 62794-9461

Re: 30 ILCS 500/1-10(b)(7) Exemption

Dear Director Trent:

In accordance with the requirements of Section 1-10(b)(7) of the Illinois Procurement Code, I have reviewed your request dated February 8, 2008, and understand the facts to be as follows:

(1) The Illinois State Police has issued a request for a Procurement Code exception in order to covertly purchase [redacted] from Harris Corporation for conducting covert investigations. This exception is requested so that the Illinois State Police may purchase components directly from the vendor and decrease the possibility of sensitive information being disseminated inappropriately.

(2) The purchase of this specialized equipment will enhance the capabilities of the Illinois State Police in responding to threats of Mass Destruction when responding to a request for assistance from law enforcement throughout Illinois.

(3) The procurement of this equipment will assist law enforcement [redacted]...

(4) Funding for this purchase is provided by the Homeland Security Grant.

Based on the foregoing, you are requesting my review and comment pursuant to the Illinois Procurement Code.
Review and Comment

After careful review of the documentation provided, and a review of the Procurement Code exemption found in section 1-10(b)(7) and enacted, in part, to protect the interests of the state from premature disclosure of its strategy in relation to litigation, investigations, and enforcement actions, I hereby approve the Illinois State Police request to purchase the required components directly from the vendor.

Sincerely,

William J. Quinlan
General Counsel, Office of Governor Rod R. Blagojevich
CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency/Buyer (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages. In the event of conflict, the States STANDARD TERMS AND CONDITIONS of this contract shall prevail. VENDOR form terms not modified by this amendment shall be given effect to the extent practicable.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS
7. Attachment 1: Vendors Quote dated 6/30/08

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR
Harris Corporation

Signature

Printed Name: Dawnn Wheeler
Title: Contracts Manager
Date: 08 July 2008
Address: P.O. Box 9800, MIS R5/11A
Melbourne, FL 32902-9800
Phone: 321-309-7773, Fax: 321-309-7437
E-mail: dawnn.wheeler@harris.com
Dept. of Human Rights Public Contract #

STATE OF ILLINOIS
Illinois State Police

Signature

Printed Name: Larry G. Trent
Title: Director
Date: 7/22/08
Address: 601 S. 7th Street
Springfield, IL 62705
Phone: 217-732-9986, Fax: 217-558-2371
E-mail: moe@ilstatepolice.com

STATE USE ONLY
Procurement Method (IFB, RFP, Small, etc): N/A
IFB Publication Date: N/A
IFB Ref #: N/A
Fiscal Year Only: Obligation #: 

Ver: 2.5.2008

Award Code: 
Subcontractor Utilization? N
Subcontractor Disclosure? N
1. **TERM AND TERMINATION**

1.1 **TERM OF THIS CONTRACT**
Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties ending June 30, 2009.

1.2 **RENEWAL**
This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

1.3 **TERMINATION FOR CAUSE**
The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 **TERMINATION FOR CONVENIENCE**
Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.
2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 NEED FOR SUPPLIES AND/OR SERVICES
The Illinois State Police (ISP) has a need to procure

2.2 GOALS AND OBJECTIVES
The goal of this contract is to fulfill a need for covert equipment used to support law enforcement agencies throughout the state.

2.3 SUPPLIES AND/OR SERVICES REQUIRED
See Attachment 1 Vendors Quote dated 6/30/08

2.4 MILESTONES AND DELIVERABLES
Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses. Not-to-exceed $254,260.00

2.5 VENDOR / STAFF SPECIFICATIONS

2.6 WHERE SERVICES ARE TO BE PERFORMED
Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract.

2.7 SCHEDULE OF WORK
Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES
2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawings, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereeto; (b) will be merchantable; of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use; (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packaging, labeling, sale and delivery of the supplies; (d) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS
2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency/Buyer, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.10 BREACH
Should Vendor breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS
3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION**
Vendor shall be compensated by the following method:

- [x] project $254,260.00

3.2 **MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES**

- [ ] Firm Price $254,260.00
- [ ] Estimated Price

3.3 **RENEWAL COMPENSATION**
If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

3.4 **EXPENSES**
Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications devices, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor’s Travel Board rules.

3.5 **DISCOUNT**
N/A % discount for payment within N/A days of receipt of invoice

3.6 **TAX**
Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency/Buyer’s Illinois tax exemption number and federal tax exemption information.

3.7 **INVOICING**
Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestones or deliverables, or other invoicing requirements agreed to elsewhere in this Contract.

3.8 **PAYMENT TERMS AND CONDITIONS**

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year, otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State “Prompt Payment Act” (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State’s fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; http://www.state.il.us/agency/ido/index.htm) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.
4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60)
State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)
Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall be a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the proper disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to ensure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE
Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 FORCE MAJEURE
Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-breaching party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

4.5 CONFIDENTIAL INFORMATION
Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall preserve all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.6 USE AND OWNERSHIP
All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY
The Vendor agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, losses, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of (a) any breach or violation by Vendor of any of its representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.8 INSURANCE
Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-insurance in an amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in an amount of $1,000,000 per occurrence, and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
4.9 INDEPENDENT CONTRACTOR
Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.10 ASSIGNMENT AND SUBCONTRACTING
This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 SOLICITATION AND EMPLOYMENT
Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 COMPLIANCE WITH THE LAW
The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.13 BACKGROUND CHECK
Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW
This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference. (An unofficial version can be viewed at http://www.ltta.gov/legislation/ilcs/ilcs.asp. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT
If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION
Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY
The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES
Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
5. CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.2 Vendor is not in default on an educational loan (5 ILCS 385/3).

5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3 and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

5.5 Vendor has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.6 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.7 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1955, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.9 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

5.12 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.13 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 555).

5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of $5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

5.16 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 (30 ILCS 582).
5.17 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.19 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.21 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.22 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.23 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.24 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor’s obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

5.24.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (current as of 90,414.40); (iv) the conflict of interest threshold of 60% of the Governor’s salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.

5.24.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (current as of $150,691.00).

5.24.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (current as of $301,382.00) from the firm, partnership, association or corporation.
6. **SUPPLEMENTAL PROVISIONS**

6.1 **ENTIRE CONTRACT**

This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State’s and the Vendor’s terms, conditions and attachments, the State’s terms, conditions and attachments shall prevail.

N/A Definitions

N/A Public Works Requirements (820 ILCS 130/4)

N/A Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2000 per year (30 ILCS 500/25-60)

N/A Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

N/A Prohibition on Contingent Fees (certain federally funded contracts)

N/A BEP Subcontracting Requirements

N/A State Supplemental Terms and Conditions

N/A Vendor Supplemental Terms and Conditions

X Other:

Attachment 1: Vendors Quote dated 6/30/08
Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Company Name:** Harris Corporation, Government Communications Systems Division

**Taxpayer Identification Number:**

Social Security Number ____________________________

or

Employer Identification Number ______________

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

**Legal Status** (check one):

□ Individual

□ Sole Proprietor

□ Partnership/Legal Corporation

□ Tax-exempt

□ Corporation providing or billing medical and/or health care services

☐ Corporation NOT providing or billing medical and/or health care services

□ Other: ____________________________

□ Governmental

□ Nonresident alien

□ Estate or trust

□ Pharmacy (Non-Corp.)

□ Pharmacy/Funeral Home/Cemetery (Corp.)

□ Limited Liability Company (select applicable tax classification)

□ D = disregarded entity

□ C = corporation

□ P = partnership

**VENDOR** (Official Name and D/B/A)

Harris Corporation, Government Communications Systems Division

08 July 2006

Signature ____________________________

Dawnn Wheeler

Contracts Manager

Printed Name ____________________________

Title ____________________________
1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

A. "Agreement" means the instrument of contracting, such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;

B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;

C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.

D. "Equipment" means any hardware, including components, and excludes any Software or Services;

E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;

F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement;

G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;

H. "Purchase Price" means the purchase price as identified in the Purchase Order;

I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;

J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;

K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE - MODIFICATION OF TERMS

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur: (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part, by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable charge and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination.
9. PAYMENT TERMS

A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and one-half percent per month or the highest rate allowed by law, to the outstanding balance due.

(i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services that are to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.

(ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.

(iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license. Harris will not ship any Equipment, Software or perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.

B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.

C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment without a service representative has issued a return authorization, including a return Customer must fill out describing the nature of the Equipment defect.

D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will issue a return authorization. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to reconditioning and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.

E. Upon Receipt of a Return Authorization. A Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery, and Harris shall promptly correct parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-555-5397 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

(i) Acts of God.
(ii) Physical impact, crash or foreign object damage.
(iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
(iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
(v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
(vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
(vi) Defects caused by improper storage, use, installation or maintenance.

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.
B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance, or handling. The and determine its probable cause. Components that Customer claims to be defective must include a description of the defect with detailed information, which will enable Harris to identify the defect. Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.

C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.

D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE. LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL DAMAGES BE CAUSED BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECT TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-FUNCTIONING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT AS TO TITLE, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO HARRIS AND ITS LICENSEES UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS
To return any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

(i) Repair Policy - To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 1 above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

(ii) Support Policy - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE
A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.

B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.

C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.

(i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with no lesser care than its own confidential information.

a. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.

b. Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.
15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may withdraw its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer’s last time buy rights are limited to products available in Harris’ inventory at the time of Customer’s request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDENMIFICATION

(a) In the event any Equipment to be furnished hereunder under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished hereunder under this Agreement constitutes a direct or contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer have have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party’s intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Proceed for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer’s right to use the Equipment and return to the Customer (at Customer’s request) at no cost to Customer a market position of the price paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity applies only to the following: (1) Infringement by a combination of Equipment furnished hereunder under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer. (2) Infringement resulting from changes or modifications made to or from the Equipment by Customer. (3) Any settlements of a claim, suit, or proceeding made without Harris’ written consent; and (4) Any Equipment to be furnished hereunder under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished hereunder under this Agreement.

(b) In the event any Equipment to be furnished hereunder under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris’ indemnification of Customer as set forth in (a) above.

17. TECHNICAL DATA AND INVENTION

A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except as identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris’ technical data including, but not limited to, design, process, computer, software and thereof above or below, whether or not patented or proprietary, irrespective of whether any such technical data or information or any portion thereof is or is to be used by Customer for the purpose of developing or manufacturing the Equipment, Software or Services.

B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris’ performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.

C. Customer shall not violate Harris’ copyright of documents or Software or without Harris’ written permission disclose Harris’ confidential or proprietary data to others.

18. EXCUSABLE DELAY

A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, included, destruction, set or public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris’ suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer’s fault or negligence or where compliance with any applicable environmental laws or regulation by Harris is not reasonably, technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.

B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on an at least a day-for-day basis, and (2) if the delay is caused by Customer’s fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement. In violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage or liability arising out of Customer’s failure to comply with this Section. The Customer shall supply to the Harris any timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any purchase order issued by the Customer hereunder, in accordance with the terms of this Agreement.
20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the any jurisdiction worldwide applicable to the Agreement and these terms and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. “WEEE Directive” means the EU Directive on Waste Electrical and Electronic Equipment and limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or compliance with the Environmental Laws. Harris may arrange for services, paid for by the Customer, to recycle or dispose of Harris manufactured products in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHATSOEVER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS’ LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HERUNDER. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and the construction, validity, the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of such court in any related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and inspected and reviewed any contracts, business plans, financial documents and other written materials as in such party’s opinion shall be the basis of that party’s decision to enter into the Agreement.

25. RELIANCE ON COUNSEL, AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws and regulations and industry best practices, applicable to such party’s performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

A. Publicity. Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.

B. Default. If Customer defaults in any of Customer’s obligations hereunder, including, but not limited to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris’ attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.
C. Assignment. Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.

D. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.

E. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any term or condition herein, will not be a failure waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.

F. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, MD: 85/41A, Melbourne, FL 32902 Attention: Contracts Manager.

G. English Language. The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.

H. GSA. All purchase orders under GSA Schedule #GS-33F-0283J are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.210-8 Uniformity of Small Business Concerns, 52.222-22b Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-24 Notification of Employees Rights Concerning Payment of Union Dues or Fees, 52.247-84 Preference for Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate I, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. ENTIRE AGREEMENT

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.
Bill To:
Illinois State Police
Master Sgt. Kirk Sewell
Technical Investigations
500 Illinois Park Place Ste. 300
Springfield, IL 62718

Ship To:
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500 Illinois Park Place Ste. 300
Springfield, IL 62718

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</table>

Subtotal: $254,260.00
Misc: $0.00
Tax: $0.00
Freight: $0.00
Trade Discount: $0.00

Purchase Price: $254,260.00

Approved By: 

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297  FAX 321-358-7437 wpg@harris.com
ILLINOIS STATE POLICE
MATERIAL REQUEST FORM

NOTE: Supplies/Services under $50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.illinois.gov/bep/Small and Diverse Businesses.htm

<table>
<thead>
<tr>
<th>Commodity Index # (CIN)</th>
<th>NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Cost</th>
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</table>

LOCATION CODE 49370 001 11 TECH SERV

ACCOUNTING
FEB 15 2008

FEB 14 2008

PROCESSED/DL
NOTE: Supplies/Services under $50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm

NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.

<table>
<thead>
<tr>
<th>Commodity Index # (CIN)</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Cost</th>
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<td>Each</td>
<td>$3,200.00</td>
<td>$3,200.00</td>
</tr>
</tbody>
</table>

TOTAL $254,260.00

SUMMARY OF NEED AND IMPACT TO OTHER ENTITIES

Project Name: [Blank]

Term of Services: [Blank]

Was item budgeted? X Yes No

If no, please justify: [Blank]

SBSA Does Not Provide X Yes No

Specifications Attached: X Yes No

If no, please justify: [Blank]

Contract Attached: [Blank]

SBSA Vendor Used? Yes X No/NA

If No, SBSA Waiver Attached: [Blank]

SOURCE OF SUPPLY

NAME: Harris Corporation
ADDRESS: P O Box 9800
CITY: Melbourne, FL 32902-9800
FEIN: [Blank]

SHIP TO/BILL TO AS FOLLOWS:

SHIP TO CODE: 49360-64
BILL TO CODE: 49360-64
LOCATION: [Blank]
ATTENTION: D Claypool
TELEPHONE: 217 557 1278
COST CENTER CODE: 681

FOR FISCAL USE ONLY

Checked SBSA Directory __Yes__ N/A

Analyst Approval: [Signature]
Date: 2/18/08
ILLINOIS STATE POLICE - DOCUMENT REVIEW COVER SHEET

NAME OF DOCUMENT: Harris – Cell Tracker

PBC # N/A □ CONTRACT □ GRANT □ MOU □ Inter-Agency AGREEMENT X Other

Travel Involved with Contract? X Yes No

DOCUMENT
FROM: X OPERATIONS □ DII □ FORENSICS □ ADMIN □ ITC □ OTHER

CONTACT PERSON: Captain Todd W. Kilby

PERSON TO OBTAIN DIRECTOR'S SIGNATURE: Ms. Sharon Judd

RETURN SIGNED DOCUMENT TO: Fiscal Management Bureau

NOTE: Immediately after the original contract has been signed (by Director), send to FMB to establish obligation, along with a copy of the MRF and a copy of the approved PBC.

REQUIRES FISCAL REVIEW: X YES □ NO

REQUIRES LEGAL REVIEW: X YES □ NO

REQUIRES DIRECTOR'S SIGNATURE: X YES □ NO

RESULTS OF FISCAL REVIEW
BY: [Redacted] DATE: 1-17-08

□ APPROVED □ DISAPPROVED (SEE COMMENTS BELOW)

☑ APPROVED WITH COMMENTS (SEE BELOW)

RESULTS OF LEGAL REVIEW BY: [Redacted] DATE: 1-17-08

X APPROVED □ DISAPPROVED (SEE COMMENTS BELOW)

□ APPROVED WITH COMMENTS (SEE BELOW)

FISCAL ADDITIONAL COMMENTS: (See Attached)

Approved per MRF receiving Chain of Command approval & Budget

LEGAL ADDITIONAL COMMENTS: (See Attached)

ISP 1-129
ILLINOIS STATE POLICE - DOCUMENT REVIEW COVER SHEET

NAME OF DOCUMENT: Harris Covert Equipment

PBC #: N/A ☑ CONTRACT □ GRANT □ MOU □ Inter-Agency AGREEMENT

Travel Involved with Contract? □ Yes □ No

DOCUMENT
FROM: □ OPERATIONS □ DII □ FORENSICS □ ADMIN ☑ ITC □ OTHER

CONTACT PERSON: Daniel McClelland 2-9966

PERSON TO OBTAIN DIRECTOR'S SIGNATURE:

RETURN SIGNED DOCUMENT TO: Daniel McClelland

NOTE: Immediately after the original contract has been signed (by Director), send to FMB to establish obligation, along with a copy of the MRF and a copy of the approved PBC.

REQUIRES FISCAL REVIEW: □ YES □ NO

REQUIRES LEGAL REVIEW:

REQUIRES DIRECTOR'S SIGNATURE: □ YES □ NO

RESULTS OF FISCAL REVIEW BY [Redacted] Date: 6-30-08

☑ APPROVED □ DISAPPROVED (SEE COMMENTS BELOW)

☑ APPROVED WITH COMMENTS (SEE BELOW)

RESULTS OF LEGAL REVIEW BY: [Redacted] Date: 06-24-08

☑ APPROVED □ DISAPPROVED (SEE COMMENTS BELOW)

☑ APPROVED WITH COMMENTS (SEE BELOW)

FISCAL ADDITIONAL COMMENTS: (See Attached)

LEGAL ADDITIONAL COMMENTS: (See Attached)

ISP 1-129 (8/06)
CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency/Buyer (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages. In the event of conflict, the State's STANDARD TERMS AND CONDITIONS of this contract shall prevail. VENDOR form terms not modified by this amendment shall be given effect to the extent practicable.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS
7. Attachment 1: Vendors Quota dated 1/1/08

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR
Harris Corporation
Signature
Printed Name: Dawn Wheeler
Title: Contracts Manager
Date: 27 June 2008
Address: PO Box 9800
MIS R6/11A
Melbourne, FL 32902-9800
Phone: 321-309-7773
Fax: 321-309-7437
E-mail: dawwn.wheeler@harris.com
Dept. of Human Rights Public Contract #

STATE OF ILLINOIS
Illinois State Police
Signature
Printed Name: Lenn G. Trent
Title: Director
Date: 6/30/08
Address: 801 S. 7th Street
Springfield, IL 62795
Phone: 217-782-9666
Fax: 217-568-2371
E-mail: mcliefd@isp.state.il.us

STATE USE ONLY - Procurement Method (IFB, RFP, Small, etc):
IFB Publication Date: NIA
IFB Ref. #: NIA
(Fiscal Use Only) Obligation #

Award Code:

Ver. 2.9-2009
1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT
Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties ending June 30, 2008

1.2 RENEWAL
This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

1.3 TERMINATION FOR CAUSE
The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE
Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.
2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 NEED FOR SUPPLIES AND/OR SERVICES

2.2 GOALS AND OBJECTIVES
The goal of this contract is to

2.3 SUPPLIES AND/OR SERVICES REQUIRED
See Attachment 1 Vendors Quote dated 1/1/08

2.4 MILESTONES AND DELIVERABLES
Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed $254,260.00

2.5 VENDOR / STAFF SPECIFICATIONS

2.6 WHERE SERVICES ARE TO BE PERFORMED
Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract.

2.7 SCHEDULE OF WORK
Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES
2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State’s manufacturing standards, specifications, drawings, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibit hereof, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and (c) and sufficient for the intended use (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packaging, labeling, sale and delivery of the supplies (c) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney’s fees and expenses, arising from failure of the supplies to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State’s payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS
2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor’s ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency/Buyer, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor’s last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1037).

2.10 BREACH
Should Vendor breach the Contract and not cure any breach susceptible of being cured within the time specified by the State, the State may cancel the Contract and seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

2.11 OTHER SPECIFICATIONS
3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION**
Vendor shall be compensated by the following method:

- Hourly
- Monthly
- Annually
- Project $254,260.00
- Item

3.2 **MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES**

- Firm Price $254,260.00
- Estimated Price

3.3 **RENEWAL COMPENSATION**
If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

3.4 **EXPENSES**
Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 **DISCOUNT**

% discount for payment within N/A days of receipt of invoice

3.6 **TAX**
Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency/Buyer's Illinois tax exemption number and federal tax exemption information.

3.7 **INVOICING**
Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract.

3.8 **PAYMENT TERMS AND CONDITIONS**

3.8.1 By submitting an Invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6208; http://www.state.il.us/agency/dol/index.htm) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.
4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-80)
State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)
Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor’s books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE
Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 FORCE MAJEURE
Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

4.5 CONFIDENTIAL INFORMATION
Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall preserve all information received or to which it gains access pursuant to this Contract in confidence unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.

4.6 USE AND OWNERSHIP
All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called “moral rights” in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY
The Vendor agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys’ fees and expenses, arising out of (a) any breach or violation by Vendor of any of its representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from vendor’s negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.8 INSURANCE
Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker’s Compensation Insurance in amount required by law. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any claims.
4.9 INDEPENDENT CONTRACTOR
Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.10 ASSIGNMENT AND SUBCONTRACTING
This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

4.11 SOLICITATION AND EMPLOYMENT
Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency/Buyer’s director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.12 COMPLIANCE WITH THE LAW
The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.13 BACKGROUND CHECK
Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor’s officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

4.14 APPLICABLE LAW
This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights’ Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at http://www.ilga.gov/legislation/ilcs/ilcs.asp. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT
If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION
Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 CONTRACTUAL AUTHORITY
The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency/Buyer, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor.

4.18 NOTICES
Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
5. CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.2 Vendor is not in default on an educational loan (5 ILCS 39/3).

5.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 505/25-80).

5.5 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.6 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.7 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-50).

5.9 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

5.12 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.13 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of $5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

5.16 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 (30 ILCS 582).
5.17 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.19 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.21 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.22 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.23 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.24 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

5.24.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently $90,414.80). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority);

5.24.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently $150,691.00).

5.24.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 5.23.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently $301,382.00) from the firm, partnership, association or corporation.
6. **SUPPLEMENTAL PROVISIONS**

6.1 ENTIRE CONTRACT
This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State’s and the Vendor’s terms, conditions and attachments, the State’s terms, conditions and attachments shall prevail.

N/A Definitions

N/A Public Works Requirements (820 ILCS 130/4)

N/A Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2000 per year (30 ILCS 500/25-60)

N/A Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

N/A Prohibition on Contingent Fees (certain federally funded contracts)

N/A BEP Subcontracting Requirements

N/A State Supplemental Terms and Conditions

N/A Vendor Supplemental Terms and Conditions

X Other:

Attachment 1: Vendors Quote dated 1/11/08
Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Company Name: Harris Corporation

Taxpayer Identification Number:

Social Security Number ________________

Employer Identification Number ________

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

□ Individual
□ Sole Proprietor
□ Partnership/Legal Corporation
□ Tax-exempt
□ Corporation providing or billing medical and/or health care services
□ Corporation NOT providing or billing medical and/or health care services
□ Other: __________________________

□ Governmental
□ Nonresident alien
□ Estate or trust
□ Pharmacy (Non-Corp.)
□ Pharmacy/Funeral Home/Cemetery (Corp.)
□ Limited Liability Company (select applicable tax classification)
□ D = disregarded entity
□ C = corporation
□ P = partnership

Signature: ___________________________ Date: 12 May 2008

Rev. 2/2006
1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;

B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;

C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition;

D. "Equipment" means any hardware, including components, and excludes any Software or Services;

E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;

F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement;

G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;

H. "Purchase Price" means the purchase price as identified in the Purchase Order;

I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;

J. "Services" means training, maintenance support, or other services to be provided to Customer as part of the Agreement;

K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. After expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE – MODIFICATION OF TERMS

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur: (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination.
9. PAYMENT TERMS

A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.

(i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.

(ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris’ obligation to perform.

(iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).

B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.

C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris’ prior authorization.

B. Items Shipped in Error. If an item is not what the Customer ordered, Customer must promptly notify Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.

C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer’s standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.

D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris’ customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer’s request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.

E. Upon Receipt of a Return Authorization. Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris’ liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either P0H Harris’ plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under terms of this warranty. Defective articles shall not be returned to the Harris’ factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

(i) Acts of God.

(ii) Physical impact, crush or foreign object damage.

(iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.

(iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.

(v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).

(vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;

(v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.
B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customer's clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.

C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.

D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECT TO NEGLIGENCE, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

(i) Repair Policy - To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12-month warranty has expired, no maintenance agreement has been purchased and paid for, and/or equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 1 above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

(ii) Support Policy - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.

B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.

C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.

(i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with no lesser care than its own confidential information.

a. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.

b. Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.
15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may within its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(1) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(2) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (1) above.

17. TECHNICAL DATA AND INVENTION

A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except so identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof were not out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.

C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, material, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.

B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris at a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. “Environmental Laws” means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. “WEEE Directive” means the EU Directive on Waste Electrical Equipment and shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS’ LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER’S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement shall be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party’s opinion shall be the basis of that party’s decision to enter into the Agreement.

25. RELIANCE ON COUNSEL AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party’s performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

A. Publicity. Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.

B. Default. If Customer defaults in any of Customer’s obligations hereunder, including, but not limiting to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris’ attempt to enforce his rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

Harris WFG Standard Terms and Conditions of Sale May 2006
C. **Assignment.** Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.

D. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.

E. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.

F. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, MS: RS/11A, Melbourne, FL 32902 Attention: Contracts Manager.

G. **English Language.** The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.

H. **GSA:** All purchase orders under GSA Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. **CLAUSES INCORPORATED BY REFERENCE**

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate I, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. **ENTIRE AGREEMENT**

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.
**Bill To:**
Illinois State Police  
Master Sgt. Kirk Sewell  
Technical Investigations  
500 Ills Park Place Ste. 300  
Springfield, IL 62718

**Ship To:**
Master Sgt. Kirk Sewell  
Technical Investigations  
500 Ills Park Place Ste. 300  
Springfield, IL 62718

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Springfield, IL 62718

Ship To:
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Approved By: _______________________

HARRIS CORP - WIRELESS PRODUCTS GROUP  
P.O. BOX 9800, M/S R5-11A  
MELBOURNE, FL 32902-9800  
PH: 800-358-5297, FAX: 321-309-7437 wpg@harris.com
ILLINOIS STATE POLICE
FACSIMILE TRANSMISSION RECORD

DIVISION OF ADMINISTRATION
Fiscal Management Bureau
801 South Seventh, Suite 7S (Concordia)
Post Office Box 19461
Springfield, Illinois 62794-9461
Telephone: (217) 557-6010 x 4443
Fax: (217) 557-6019

☐ For Immediate Action
☐ Short Deadline
☒ Respond/Handle Appropriately
☐ For Your Information

To: Galen
From: Eleanor
Date: 8/11/08
Subject: Corrected COD's

Fax No.: 217/782-9151
To: Helen
From: Eleanor
Date: 8/11/08
Subject: Corrected COD's

Comments:
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FY 08 - 984, 985 ≠ 986
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State of Illinois  
Contract - Obligation Document  

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| Description | See attached letter from the Office of the Governor |

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Marty Kuhn  
Prepared By  
7/23/2008  

Larry G. Trent  
By: Michael T. Yokley  
7/23/2008  

State Police  
Contracting Agency/Division  

State Police/Administration  
Filing Agency/Division  

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VENDOR= **REDACTED**  NAME: **HARRIS CORPORATION**  MISC: N VEND TYP:
SUM NAME:
CITY:
SUM CTCT:
LOC NAME:
CITY: **MELBOURNE**  STATE: FL  ZIP: 32902-9800  PH:
LOC CTCT
CERT IND: C  CERT TYP: W  CERT DATE: 10 12 99  TMP CERT DATE:
PMT HOLD IND: N  SNGL CHK: Y  LAST ACT DATE: 10 12 99  EFT STATUS: N  APPL TYPE:
SUMMARY  CAL YTD AMT: 0.00  FISC YTD AMT: 0.00
PY CAL AMT: 10,180.16  PY FISC AMT: 5,318.00
FID #: **REDACTED**  BKUP WH: 1099  IND: N  FID TYPE: 1
LEGAL STAT==> IND: N  CORP: Y  MED CORP: N  EST/TRUST: N  SOLE PROP: N  NONRES: N
DISC TYP:  CHK CAT:  TAX CODE:
SCHED PMT DAY:  LAST ACT DATE: 08 19 08
LOCATION  CAL YTD AMT: 0.00  FISC YTD AMT: 0.00
PY CAL AMT: 0.00  PY FISC AMT: 0.00
OCIS  CICIOCP1  OFFSET CONTRACT INQUIRY  14:02  09/17/08

ACTION: S

VENDOR NUMBER= [Redacted]  OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 09/17/08 AT 14:03 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER 340276860. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELINQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

* 

ENTER=PROCESS,  PF3=IOCM,  PF12=REFRESH
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MAJOR TOTALS  $8,119.51

DIVISION TOTALS  $8,119.51

FUND TOTALS  $8,119.51
ISPI3

LAST MODIFIED: 08/04/06 AT: 13:30:51 0000116623

HARRIS CORPORATION
PO BOX 101806
ATLANTA, GA 30392

VOUCHER NO.: TC 000020
VOUCHER DATE: AUG 24 2006
APPROPRIATION ACCT CODE: 001-49350-1700-00-00
INVOICE NUMBER: S1012880
INVOICE DATE: 07/14/06
PROP. BILL DATE: 07/21/06

07/01/2006 07/14/2006 6200 VOUCHER AMOUNT: 348.00
CUST # IL365200
COMMUNICATIONS REPAIR/MAINTENANCE: MODULE REPAIR

PO #070001

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TOTAL EXP 348.00  TOTAL OBL: 348.00

For Agency Use Only
056 1710 00
348.00

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If Applicable, the reporting requirements of Section 5.1 of (An act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation), approved April 16, 1969 as amended, have been met.

CONNIE LAKIN RECEIVING OFFICER/ENTRY USER

ANNETTE SCHARFENBERG HEAD OF UNIT/APPROVAL USER

FORM ISPI3 PRINTED: 08/04/06 BY: LAKINCO
**HARRIS Communications**

**BILL TO:** ILL. STATE POLICE/DIV. STATE
ATTN: CONNIE LAKIN
531 SANGAMON AVE.
SPRINGFIELD, IL 62702
U.S.A.

**SHIP TO:** ILLINOIS STATE POLICE
16648 SOUTH BROADWAY ST.
ATTN: SCOTT OLDHAM
LOCKPORT, IL 60441
U.S.A.

**TAX CODE:** ILIL365200

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STANDARD REPAIR NON-WARRANTY/REPARATION STANDARD NON-CARANTY FOR ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CALL 1-800-227-8332 (514-421-8333) AND CHOOSE OPTION 1 FOR REPAIR AND RETURN OR EMAIL US AT cs-order@harris.com

GET STATUS AND DETAILS ABOUT YOUR REPAIR OR EXCHANGE ORDER ON THE INTERNET AT: www.microwave.harris.com/cservice

**RECEIVED**

Illinois State Police
COMM. SER. BUR.

JUL 24 2006
**ISP13**

**LAST MODIFIED:** 09/12/06  **AT:** 14:32:41  **0000119201**

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**07/19/2006  09/01/2006  6200**  **VOUCHER AMOUNT:** $339.43

**ACCT #1400054**  
**COMMUNICATIONS REPAIR/MAINTENANCE:** INTRAPLEX FIBER MUX  
**POWER SUPPLY REPAIR FOR D#19**

**PO #070010**

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**TOTAL EXP** 339.43  **TOTAL OBL:** 339.43

*For Agency Use Only*  
339.43

---

**Certification of Receiving Agency**

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If Applicable, the reporting requirements of Section 5.1 of (An act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation), approved April 16, 1969 as amended, have been met.

**CONNIE LAKIN**  
RECEIVING OFFICER/ENTRY USER  
**DATE:** 9-12-06

**ANNETTE SCHARFENBERG**  
HEAD OF UNIT/APPROVAL USER  
**DATE:** 9-12-06

**FORM ISP13 PRINTED:** 09/12/06  **BY:** LAKINCO
INVOICE US0121718

Harris Corporation - Broadcast Communications Division

Invoice Date: August 2, 2006
Due Date: September 1, 2006
Payment Terms: Net 30 Days
Amount Due: 339.43 USD

Bill to Account: 1400054

ILLINOIS STATE POLICE
919 HIGHWAY 14
CHRIS MILLER
CARMI IL 62821
UNITED STATES

Remittance Information:

HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIVISION
PO BOX 98776
CHICAGO IL 60693
UNITED STATES

Sold to Account: 1400054

ILLINOIS STATE POLICE
919 HIGHWAY 14
CHRIS MILLER
CARMI, IL 62821
UNITED STATES

Order No: RY10004463
Order Date: July 19, 2006
Purchase Order: 070010 / RMA# CV1223

Ship To Account: 1400054

ILLINOIS STATE POLICE
919 HIGHWAY 14
CHRIS MILLER
CARMI, IL 62821
UNITED STATES

RECEIVED

SEP 1/ 2006

Illinois State Police
COMM. SER. BUR.

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Subtotal: 339.43

THIS IS AN OUT OF WARRANTY MODULE EXCHANGE ORDER. REF. RMA# CV1223, REQUESTED BY CHRIS MILLER 7/19/06

Please reference your Bill To Account or your remittance to ensure proper credit.

For billing questions, please call: 1 217 222 8200

CR9

Page 1 of 1

A Charge of 1 1/2% per month of the Invoice Total will be levied if not paid within the Terms of Payment indicated.
0080119201  VOUCHER APPROVAL (PAPERLESS)  DATE: 09/22/06
FY 07 VOUCHER NO.: TC001097  VOUCHER AMOUNT: 339.43
TIN NUMBER : 001-49360-1700-00-00  CESSING TYPE: P  DETAILS  AMOUNTS
APPROPRIATION: 1710  339.43
ENTRY USERID: GRAGGTO  09202006
PAYEE NAME : HARRIS CORPORATION  C
PAYEE NAME 2 :  
ADDRESS : PO BOX 101805
CITY : ATLANTA  STATE: GA  ZIP CODE: 30392
INVOICE NUMBER : US0121718  INVOICE DATE : 08022006
OBLIGATION : 00  339.43  BILLING ACCT CODE
 :  
BBG. SERV. DATE: 07192006  END SERV. DATE: 09012006  GAAP: 6200
DESCRIPTION : ACCT #1400054
 : COMMUNICATIONS REPAIR/MAINTENANCE: INTRAPLEX FIBER MUX
 : POWER SUPPLY REPAIR FOR  
 :  
 : PO #070010

PF03-END APPROVE VOUCHER Y/N? n  EFT Y/N? N  CONFIDENTIALITY Y/N? N

OK

/
HARRIS CORPORATION
MICROWAVE COMM DIV
PO BOX 101806
ATLANTA, GA 30392-

VOUCHER NO. : TC 00172
VOUCHER DATE: 09/12/2006
APPROPRIATION ACCT CODE:
001-49360-1700-00-00
INVOICE NUMBER: S1013866
INVOICE DATE : 10/02/06
PROP. BILL DATE: 10/12/06

09/12/2006 10/11/2006 6200 VOUCHER AMOUNT: 2,410.00
CUST #1L365200
REPAIR AND MAINTENANCE, TELEPHONE, DATA, RADIO AND OTHER
COMMUNICATIONS EQUIPMENT: TRANSMITTER ASSEMBLY REPAIR

PO #070141

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TOTAL EXP 2,410.00 TOTAL OBL: 2,410.00

For Agency Use Only
056 1710 00 2,410.00

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If Applicable, the reporting requirements of Section 5.1 of (An act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation), approved April 16, 1969 as amended, have been met.

CONNIE LAKIN RECEIVING OFFICER/ENTRY USER

DATE ANNETTE SCHAFENBERG HEAD OF UNIT APPROVAL USER

FORM ISP13 PRINTED: 10/13/06 BY: LAKINCO
# Invoice

**INVOICE NO.**
S1013866
**INVOICE DATE:**
10/02/06
**PAGE:**
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**METHOD OF SHIPMENT**

**SALES TEAM**

**ORDER DATE**

**CUSTOMER PURCHASE ORDER NUMBER**

**PAYMENT TERMS**

**NET 30 DAYS**

**BILL TO:**
ILL. STATE POLICE/DIV. STATE
ATTN: CONNIE LAKIN
531 SANGAMON AVE.
SPRINGFIELD, IL
U.S.A.
62702

**SHIP TO:**
ILLINOIS STATE POLICE
ATTN: CHRIS MILLER
919 HWY. 14
CARMI, IL
USA
62821

**TAX CODE:** ILIL365200

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**STANDARD REPAIR NON-WARRANTY/REPARATION STANDARD NON-GARANTEE FOR ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CALL 1-800-227-8332 (514-421-8333) AND CHOOSE OPTION 1 FOR REPAIR AND RETURN OR EMAIL US AT cs-order@harris.com**

**GET STATUS AND DETAILS ABOUT YOUR REPAIR OR EXCHANGE ORDER ON THE INTERNET AT: www.microwave.harris.com/cservice**

---

**RECEIVED**

**OCT 12 2006**

illinois State Police
COMM. SER. CUR.
HARRIS CORPORATION  
BROADCAST COMMUNICATIONS DIV  
PO BOX 96776  
CHICAGO, IL 60693-

09/22/2006 11/17/2006 6200 VOUCHER AMOUNT: 159.92

ACCT #1400054  
COMMUNICATIONS REPAIR PARTS: MODULES  
COSTS INCLUDES CREDIT FOR AN OUT-OF-WARRANTY EXCHANGE FOR  
FAILED MODULE - AMOUNT OF CREDIT IS $96.00

PO #070435

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TOTAL EXP 159.92  TOTAL OBL: 159.92

For Agency Use Only  
056 1730 00 159.92

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If Applicable, the reporting requirements of Section 5.1 of (An act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation), approved April 16, 1969 as amended, have been met.

CONNIE LAKIN  
RECEIVING OFFICER/ENTRY USER

ANNETTE SCHABENBERG  
HEAD OF UNIT/APPROVAL USER

FORM ISP13 PRINTED: 11/21/06  
BY: LAKINCO
REMIT TO:
HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIVISION
PO BOX 89776
CHICAGO, IL 60693

BILL TO:  ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702

INVOICE NUMBER: US0127401VW

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RECEIVED
NOV 2 1 2006
Illinois State Police
COMM. SER. BUR.

Credit Memo
This is an out-of-warranty module exchange order. Customer will be issued $96 upon receipt of failed module. RMA# CV1331A

Questions regarding this invoice?
Contact: Vickie Wiegmann
Phone: (217) 221-7231
Fax: (217) 221-7096
vwiegmann@harris.com

Sub Total: $740.00
Shipping & Handling: $15.92
Tax: $96.00
You pay this amount: $156.92

This invoice is subject to the Harris Corporation Standard Terms and Conditions of Sale for Broadcast Communications Division (Conditions) which are incorporated by reference and made a part of the contract between the parties. These Conditions shall apply to the exclusion of any other terms and conditions on which any purchase order may have been given to Harris.
HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIV
PO BOX 96776
CHICAGO, IL 60693

12/23/2006
01/03/2007
6200
Voucher Amount: 4,862.16

ACCOUNT #1400054
COMMUNICATIONS REPAIR PARTS: OPTIC RADIO MICROWAVE PARTS
INV #US0137588 = $2,337.00
INV #US0138521 = $2,525.16
TOTAL = $4,862.16

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TOTAL EXP 4,862.16
TOTAL OBL 4,862.16

For Agency Use Only
056 1730 AN070252 4,800.16
056 1730 00 62.00

Certification of Receiving Agency

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CONNIE LAKIN
RECEIVING OFFICER/ENTRY USER
1-12-07

ANNETTE SCHARFFENBERG
HEAD OF UNIT/APPROVAL USER
1-12-07

FORM ISP13 PRINTED: 01/12/07
BY: LAKINCO
INVOICE US0137588

Harris Corporation - Broadcast Communications Division

Invoice Date: December 28, 2006
Due Date: January 27, 2007
Payment Terms: Net 30 Days
Amount Due: 2,337.00 USD

Bill to Account: 1400054
ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD IL 62702
UNITED STATES

Remittance Information:

HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIVISION
PO BOX 96776
CHICAGO IL 60693
UNITED STATES

127307

Sold to Account: 1400054
ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

Order No: AC10003443
Order Date: December 20, 2006
Purchase Order: 070255

Ship To Account: 1400054
ILLINOIS STATE POLICE
531 SANGAMON AVE  DIVISION OF ADMINISTR
ATTN: CONNIE LAKIN 217-524-6839
SPRINGFIELD, IL 62702
UNITED STATES

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Subtotal: 2,337.00
Tax Amount: 
Amount Due: USD 2,337.00

This invoice is subject to the Harris Corporation Standard Terms and Conditions of Sale for Broadcast Communications Division ("Conditions") which are incorporated by reference and made a part of the contract between the parties. These Conditions shall apply to the exclusion of any other terms and conditions on which any purchase order may have been given to Harris.

Please reference your Bill To Account on your remittance to ensure proper credit.

For billing questions, please call: 217-221-7687
CR2

A Charge of 1 1/2% per month of the Invoice Total will be levied if not paid within the Terms of Payment indicated.

Original
**INVOICE US0138521**

**Harris Corporation - Broadcast Communications Division**

**Bill to Account:** 1400054

**ILLINOIS STATE POLICE**
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD IL 62702
UNITED STATES

**Sold to Account:** 1400054

**ILLINOIS STATE POLICE**
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

**Remittance Information:**

**HARRIS CORPORATION**
BROADCAST COMMUNICATIONS DIVISION
PO BOX 96776
CHICAGO IL 60693
UNITED STATES

**Order No:** AC10003443
**Order Date:** December 20, 2006
**Purchase Order:** 070255

**RECEIVED**
JAN 1 2 2007
Illinois State Police
COMM. SER. BUR.

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**Subtotal:** 2,525.16

**Tax Amount:**

**Amount Due:** USD 2,525.16

This invoice is subject to the Harris Corporation Standard Terms and Conditions of Sale for Broadcast Communications Division ("Conditions") which are incorporated by reference and made a part of the contract between the parties. These Conditions shall apply to the exclusion of any other terms and conditions on which any purchase order may have been given to Harris.

Please reference your Bill To Account on your remittance to ensure proper credit.

For billing questions, please call: 217-221-7687 CR2

A Charge of 1 1/2% per month of the Invoice Total will be levied if not paid within the Terms of Payment indicated.
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DIVISION TOTALS 2,364.00

FUND TOTALS 2,364.00

GRAND TOTALS 10,483.51
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TOTAL EXP: 2,364.00
TOTAL OBL: 2,364.00

For Agency Use Only

2,364.00

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred. That such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If Applicable, the reporting requirements of Section 5.1 of (An act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation), approved April 16, 1969 as amended, have been met.

CONNIE LAKIN
RECEIVING OFFICER/ENTRY USER

ANNETTE SCHAFFERBERG
HEAD OF UNIT/APPROVAL USER

BY: LAKINCO
HARRIS STRATEX NETWORKS
OPERATING CORPORATION
205 SIVIS DRIVE
MORNISVILLE, NC 27560-6935
919-767-3200 FAX 919-767-3233

REMIT TO: HARRIS STRATEX NETWORKS
OPERATING CORPORATION
P.O. BOX 101806
ATLANTA, GA 30392

HARRIS STRATEX NETWORKS

ILL. STATE POLICE/DIV. STATE
ATTN: CONNIE LAKIN
531 SANGAMON AVE.
SPRINGFIELD, IL
U.S.A. 62702

ILL. STATE POLICE/DIV. STATE
ATTN: DAN QUINN
9511 HARRISON STREET
DES PLAINES, IL
USA 60016

BILL TO: ILL. STATE POLICE/DIV. STATE
SHIP TO: ILL. STATE POLICE/DIV. STATE

BILL TO CUSTOMER: IL365200
SHIP TO CUSTOMER: ILLIN2CS

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$ 4392.00

EMERGENCY REPAIR NON-WARRANTY/REPARATION URGENT NON-GARANTIE
FOR ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CALL
1-800-227-8332 (514-421-8333) AND CHOOSE OPTION 1 FOR REPAIR
AND RETURN OR EMAIL US AT CS-ORDER@HARRIS.COM

GET STATUS AND DETAILS ABOUT YOUR REPAIR OR EXCHANGE ORDER
ON THE INTERNET AT: www.microwave.harris.com/cservice
**Credit Memo**

**Credit Memo No.:** S1016260CM
**Credit Memo Date:** 06/13/07

**Method of Return:** 1-14V4CH

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**INVOICE NO.:** S1016260CM

**BILL TO:** ILL. STATE POLICE/DIV. STATE
ATTN: CONNIE LAKIN
531 SANGAMON AVE.
SPRINGFIELD, IL
U.S.A. 62702

**SHIP TO:** ILL. STATE POLICE/DIV. STATE
TROOPERS/ ATTN: W.W. SPARKS
601 SANGAMON AVENUE
SPRINGFIELD, IL
U.S.A. 62702

**BILL TO CUSTOMER**

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**SHIP TO CUSTOMER**

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**RECEIVED:**

[Signature]

[Date]

**INVOICE DATE:** 06/13/07

[Signature]

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**MAJOR TOTALS**: 254,260.00

**DIVISION TOTALS**: 254,260.00

**FUND TOTALS**: 254,260.00

**GRANC TOTALS**: 257,259.27
LAST MODIFIED: 10/21/08 AT: 09:27:10

HARRIS CORPORATION
CITIBANK DELAWARE
POST OFFICE BOX 7247-LE 6759
PHILADELPHIA, PA 19170-6759

VOUCHER NO. : PT 00419
VOUCHER DATE: DEC 03 2008
APPROPRIATION ACCT CODE: 904-49360-1900-00-00
INVOICE NUMBER: 677901819
INVOICE DATE: 09/22/08
PROP BILL DATE: 10/06/08
PROP. LOC. CODE: 4937000111

09/22/2008 09/22/2008 6250 VOUCHER AMOUNT: 241,460.00
INV INV6779-01819 ACCT 30523187 ABA RGT 021000089 PO 989

DETAIL AMT. OBLIGATION AMT.
1599 241,460.00 989 241,460.00

TOTAL EXP 241,460.00 TOTAL OBL: 241,460.00

For Agency Use Only

PUBLIC SAFETY SHARED SERVICES CENTER
OCT 22 2008

FISCAL OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

D CLAYPOOL RECEIVING OFFICER/ENTRY USER
DATE 10-21-08

TODD W KILBY HEAD OF UNIT/APPROVAL USER
DATE 3939 10-21-08

BY: CLAYPOOL
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*Please Remit Payments: Harris Corporation, GCSD Citibank Delaware*  
P.O. Box 7247 - LB 6759  
Philadelphia, PA 19170-8759 USA  
Account No: 30523187  
ABA Rgt No: 021000089  

**Invoice**  
INV6779-01819  
Date: 9/22/2008  
Page: 1  

**Bill To:**  
Illinois State Police  
Larry G. Trent, Director  
801 S. 7th Street  
mcclell@isp.state.il.us  
217-782-9956  
Springfield, IL 62795  

**Ship To:**  
Master Sgt. Kirk Sewell  
(Preferred Investigations)  
600 Iles Park Place Ste. 300  
Springfield, IL 62718
# Invoice

**Bill To:**
Illinois State Police  
Larry G. Trent, Director  
801 S. 7th Street  
mccleld@sp.state.il.us  
217-782-9966  
Springfield, IL 62795

**Ship To:**
Master Sgt. Kirk Sewell  
Technical Investigations  
500 Illinois Park Place Ste. 300  
Springfield, IL 62718

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Subtotal: $241,460.00

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HARRIS CORP - WIRELESS PRODUCTS GROUP  
P.O. BOX 9800, M/S R5-11A  
MELBOURNE, FL 32902-9800  
Ph: 800-358-5297, FAX: 321-309-7437,wpg@harris.com
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|               | SUB-DIVISION TOTALS      | 300,213.10       | 300,213.10            |    |
|               | DIVISION TOTALS          | 300,213.10       | 300,213.10            |    |
|               | FUND TOTALS              | 300,213.10       | 300,213.10            |    |
|               | FISCAL YEAR TOTALS       | 300,213.10       | 300,213.10            |    |

END OF REPORT
HARRIS CORPORATION
CITIBANK DELAWARE
POST OFFICE BOX 7247-LH 6759
PHILADELPHIA, PA 19170-6759

11/11/2008 11/17/2008 6200 VOUCHER AMOUNT: 12,800.00
PO 989 CUST ILL STATE POL HARRIS ORDER #1,916

DETAIL AMT. OBLIGATION AMT.
1274 12,800.00 989 12,800.00

TOTAL EXP 12,800.00 TOTAL OBL: 12,800.00

For Agency Use Only
681 1274 989 12,800.00

Certification of Receiving Agency

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D CLAYPOOL
RECEIVING OFFICER/ENTRY USER

JOHN SIMONSON
HEAD OF UNIT/APPROVAL USER

PUBLIC SAFETY SHARED SERVICES CENTER
FISCAL OPERATIONS
MAR 4 2009

FORM ISP13 PRINTED: 03/02/09
BY: CLAYPOOL
** REPRINT **

Invoice

Purchase Order No. 999 
Customer ID ILL STATE POL 
Salesperson WPO2 
Shipping Method BEST WAY 
Pmt Terms 1%, 20/Net 30 
Req Ship Date 11/24/2008 
Harris Ord No. 1.916 

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Trade Discount $0.00
Purchase Price $12,800.00
TR #10849 - Department Of State Police

Status: APPROVED

Number Of Travelers: 4
Names Of Travelers: Special Agent William Bercaw, Special Agent Steve Hankel, Special Agent James Paterson, and Special Agent Michael Powell

Total Cost: $7,117.00
State Cost: $7,117.00

Registration Deadline: Oct 10, 2008
Travel Start Date: Nov 09, 2008
Travel End Date: Nov 19, 2008

Destination City: Melbourne
Destination State: Florida
Destination Country: U.S.

Purpose of the travel:
Special Agents Bercaw, Hankel, Paterson, and Powell will attend a seven-day training class on newly acquired cellular telephone tracking equipment.

How is travel critical? What if it is denied?

Detailed expenses:
All expenses will be paid by the State Homeland Security Program grant, Statewide Mass Destruction Team. Airfare ($1,594); Lodging ($3,430); Per Diem ($1,378); and Car Rental ($700).

0904 - IL STATE POLICE FEDERAL Projects

Additional information:
Each day's course will consist of classroom training and practical exercises using the equipment.

Pending with KATHY VINER-GULLO

Created on ROXY SCHMIDT-GUNDY

RECEIVED
SEP 15 2008
Statewide Patrol and Investigative Support Commands

https://gomb.illinois.gov/ssl/eTravel/trav_view.asp?reqnum=10849
9/8/2008
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<td><strong>FUND TOTALS</strong></td>
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</table>
HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIV
PO BOX 96776
CHICAGO, IL 60693-

12/30/2008  01/08/2009  6200  VOUCHER AMOUNT: 575.07
ACCT #1400054 - REPAIR/MAINT TELEPHONE, RADIO, DATA AND
OTHER COMMUNICATIONS EQUIPMENT - POWER SUPPLY REPAIR
INV #US0192704 = $815.07
CR #US0193001 = ($240.00) - CREDIT FOR RETURNING DEFECTIVE
   TOTAL = $575.07  EQUIPMENT IN RETURN FOR EXCHANGE
PO #090458

DETAIL   AMT.    OBLIGATION    AMT.
1710      575.07    00         575.07

TOTAL EXP  575.07  TOTAL OBL:  575.07

056  1710  00

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the
use of this agency and that the expenditure for such goods or services was
authorized and lawfully incurred, that such goods meet all the required
standards set forth in the purchase agreement or contract to which this
voucher relates and that the amount shown on this voucher is correct and
approved for payment. If applicable, the reporting requirements of Section
5.1 of the Governors Office of Management and Budget Act have been met.

ONNIE LAKIN
RECEIVING OFFICER/ENTRY USER

1-12-09

ANNEITE SCHARFENBERG
HEAD OF UNIT/APPROVAL USER

1-12-09

FORM ISP13 PRINTED: 01/12/09

BY: LAKINCO
HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIVISION
PO BOX 98776
CHICAGO IL 60693
UNITED STATES

ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

Bill to Account: 1400054

ORDER NO: CV10001725
Order Date: December 29, 2008
Purchase Ord: 090458

Sold to Account: 1400054

ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

Order Date: December 29, 2008
Purchase Ord: 090458

Ship To Account: 1400054

ILLINOIS STATE POLICE
ATTN: MIKE JONES - MIKE JONES
601 SANGAMON AVE
SPRINGFIELD, IL 62702
UNITED STATES

Date Shipped: December 30, 2008

RECEIVED
JAN 06 2009
Illinois State Police
COMM. SER. BUR.

PLEASE RETURN THIS EQUIPMENT PROMPTLY SO THAT THE ATTACHED INVOICE MAY BE CREDITED
REF: CU 12878

This invoice is subject to the Harris Corporation Standard Terms and Conditions of Sale for Broadcast Communications Division ("Conditions") which are incorporated by reference and made a part of the contract between the parties. These Conditions shall apply to the exclusion of any other terms and conditions on which anyone purchase order may have been given to Harris.

Please reference your Bill To Account on your remittance to ensure proper credit.

For billing questions, please call: 217-221-7687

CR2

Page 1 of 1

A Charge of 1 1/2% per month of the invoice Total will be levied if not paid within the Terms of Payment indicated.

Amount Due: USD

815.07

SUBTOTAL

815.07

Extended Amount

1.00 EA

15.07

2.00 EA

800.00

15.07

800.00

Quantity

UM

Unit Amt

Extended Amount

Line

Product ID

Description

1

FREIGHT

FREIGHT

2

IX-PSYS0AC

POWER SUPPLY Y-SERIES 60W AC

This is an out-of-warranty module exchange order. Customer will be issued $240 upon receipt of failed module. Ref. RMA # CV12878 requested by Mike Jones – 217-524-8364 – Michael_D_Jones@isp.state.il.us

815.07

815.07
HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIVISION
PO BOX 96775
CHICAGO IL 60693
UNITED STATES

BILL TO ACCOUNT: 1400054
ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

REMITTANCE INFORMATION:

SHIP TO ACCOUNT: 1400054
ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

SALE TO ACCOUNT: 1400054
ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

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</table>

Subtotal: (240.00)

Amount Due: USD (240.00)

This Credit Memo has been applied to invoice number US0192704.

RECEIVED
JAN 12 2009
Illinois State Police
COMM. SER. BUR.

This invoice is subject to the Harris Corporation Standard Terms and Conditions of Sale for Broadcast Communications Division ("Conditions") which are incorporated by reference and made a part of the contract between the parties. These Conditions shall apply to the exclusion of any other terms and conditions on which any purchase order may have been given to Harris.

Please reference your Bill To Account on your remittance to ensure proper credit.

For billing questions, please call: 217-221-7587

CR2
Page 1 of 1

A Charge of 1 1/2% per month of the Invoice Total will be levied if not paid within the Terms of Payment indicated.
HARRIS STRATEX NETWK 0PR-CORP
OPERATING DIVISION
PO 101806
ATLANTA, GA 30392-

05/01/2009     05/01/2009     6200     VOUCHER AMOUNT: 2,424.20
REPAIR/MAINTENANCE, TELEPHONE, DATA, RADIO AND OTHER
COMMUNICATIONS EQUIPMENT
NON-WARRANTY REPAIR OF MICROWAVE MODEMS FOR DJ#13
INV #SAT-39159 = 1,212.10
INV #SAT-39160 = 1,212.10
TOTAL = 2,424.20
PO #090686

DETAILED OBLIGATION
OBLIGATION
AMT.  AMT.
1710  2,424.20  00

TOTAL EXP: 2,424.20
TOTAL OBL: 2,424.20

For Agency Use Only
PUBLIC SAFETY SHARED SERVICES CENTER
JUL - 7 2009

Certification of Receiving Agency
FISCAL OPERATIONS

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act has been met.

6-30-09 7-1-09
CONNIE Lakin ANNETTE SCHAFENBERG
RECEIVING OFFICER/ENTRY USER HEAD OF UNIT/APPROVAL USER

FORMISP13 PRINTED: 06/30/09
BY: LAKINCO
**INVOICE**

**INVOICE NO.** SAT-39159
**DATE** 01-MAY-09
**PAGE** 1 OF 1

**CUSTOMER ORDER NO.** 090566
**SALES ORDER NO.**

**SHIP VIA** 090566
**DATE OF SHIPMENT** 01-MAY-09

**TRACKING NO.**

**CURRENCY** USD

**SALES AGENT**

**TAXABLE** NO

**NO SALES CREDIT**

**INCOTERM** DESTINATION

**PAYMENT TERMS** 30 NET

**CUSTOMER VAT NO.**

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**COUNTRY OF ORIGIN:** UNITED STATES

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**RECEIVED**

**JUN 2 3 2009**

Illinois State Police
COMM. SER. BUR.

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**INVOICE**

**REMIT TO:**
HARRIS STRATEX NETWORKS OPERATING CORPORATION
PO BOX 101908
ATLANTA GA, 30392

**SHIP TO:**
ILLINOIS STATE POLICE
916 HWY 14
CARMi IL 62621
UNITED STATES

**BILL TO:**
ATTN: ACCOUNTS PAYABLE
ILLINOIS STATE POLICE
ILL. STATE POLICE/Div. STATE ATTN:
CONNIE LAKIN
531 SANGAMON AVE
SPRINGFIELD IL 62702
UNITED STATES

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**RECEIVED**

**JUN 23 2009**

Illinois State Police
COMM. SER. BUR.

**SUBTOTAL**

1,212.10

**TAX**

0.00

**SHIP/HANDLING**

0.00

**TOTAL**

1,212.10
**Vendor**: HARRIS CORPORATION  
**Address**: POST OFFICE BOX 7247-LB 6759  
**City**: PHILADELPHIA  
**State**: PA  
**Zip**: 19170-6759  
**Phone**: 147-C  
**Agency**:  
**Agency Code**:  
**Location**: LETTER 147-C

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**City**: LOC CTCT  
**State**: PA  
**Zip**: 19170-6759  
**Phone**: 147-C  
**Legal Status**: IND: N  
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*Chicago, Il.*
ISP13

LAST MODIFIED: 06/22/10 AT: 10:39:12

HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIV
PO BOX 96776
CHICAGO, IL 60693-

VOUCHER NO.: TC 60684
VOUCHER DATE: JUL 1 1 2010
APPROPRIATION ACCT CODE: 001-49360-1700-00-00
INVOICE NUMBER: US0216756
INVOICE DATE: 04/30/10
PROP. BILL DATE: 05/22/10

04/29/2010 04/30/2010 6200 VOUCHER AMOUNT: 1,703.09
REPAIR/MAINTENANCE, TELEPHONE, DATA, RADIO AND OTHER
COMMUNICATIONS EQUIPMENT
RADIO BOARD REPAIR
ACCOUNT NO 1400054
USING CREDIT MEMO US021744A (720.60)
PO #106550

DETAIL AMT.
1710 1,703.09

OBLIGATION AMT.
00 1,703.09

TOTAL EXP 1,703.09 TOTAL OBL: 1,703.09

For Agency Use Only

056 1710 00 1,703.09

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the
use of this agency and that the expenditure for such goods or services was
authorized and lawfully incurred, that such goods meet all the required
standards set forth in the purchase agreement or contract to which this
voucher relates and that the amount shown on this voucher is correct and
approved for payment. If applicable, the reporting requirements of Section
5.1 of the Governors Office of Management and Budget Act have been met.

6/22/10
JOANNE WOOD
RECEIVING OFFICER/ENTRY USER

24 June 2010
ANNETTE SCARLEThBERG
HEAD OF UNIT/APPROVAL USER

FORM ISP13 PRINTED: 06/22/10

BY: WOODJOA
**INVOICE US0216756**

**Harris Corporation - Broadcast Communications Division**

**Invoice Date:** April 30, 2010  
**Due Date:** May 30, 2010  
**Payment Terms:** Net 30 Days  
**Amount Due: USD** 2,423.09

**Bill to Account:** 1400054  
ILLINOIS STATE POLICE  
COMMUNICATIONS SERVICES BUREAU  
PO BOX 19481  
SPRINGFIELD, IL 62794-9481  
UNITED STATES

**Remittance Information:**  
HARRIS CORPORATION  
BROADCAST COMMUNICATIONS DIVISION  
PO BOX 96778  
CHICAGO IL 60693  
UNITED STATES

**Sold to Account:** 1400054  
ILLINOIS STATE POLICE  
531 SANGAMON AVE  
COMMUNICATIONS SERVICES BUREAU  
ATTN: C LAKIN  
SPRINGFIELD, IL 62702  
UNITED STATES

**Order No:** CV10002252  
**Order Date:** April 29, 2010  
**Purchase Order:** 100550 (CV13955)

**Ship To Account:** 1400054  
ILLINOIS STATE POLICE  
919 HIGHWAY 14  
CHRIS MILLER  
CARMI, IL 62821  
UNITED STATES

**Date Shipped:** April 30, 2010  
**Origin:** ORIGIN

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**Received:**  
Illinois State Police  
JUN 22 2010  
Communications Services Bureau

**Amount Due:** USD 2,423.09  
**Check #: 1703 09**

**Subtotal:** 2,423.09

---

This invoice is subject to the Harris Corporation Standard Terms and Conditions of Sale for Broadcast Communications Division ("Conditions") which are incorporated by reference and made a part of the contract between the parties. These Conditions shall apply to the exclusion of any other terms and conditions on which any purchase order may have been given to Harris.

Please reference your Bill To Account on your remittance to ensure proper credit.

For billing questions, please call: 217 221 7237  
CR8  
Page 1 of 1

A Charge of 1.12% per month of the Invoice Total will be levied if not paid within the Terms of Payment indicated.
**HARRIS**

**Harris Corporation - Broadcast Communications Division**

**CREDIT MEMO US0217449**

**Invoice Date:** May 21, 2010
**Due Date:** June 20, 2010
**Payment Terms:** Net 30 Days
**Amount Due: USD (720.00)**

---

**Bill to Account:** 1400054
ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

**Remittance Information:**
HARRIS CORPORATION
BROADCAST COMMUNICATIONS DIVISION
PO BOX 96776
CHICAGO IL 60693
UNITED STATES

---

**Sold to Account:** 1400054
ILLINOIS STATE POLICE
531 SANGAMON AVE
COMMUNICATIONS SERVICES BUREAU
ATTN: C LAKIN
SPRINGFIELD, IL 62702
UNITED STATES

**RMA No:** CV13955
**Order No:** CV10002252

**Reason:** N1: Module Exchange

---

**Ship To Account:** 1400054
ILLINOIS STATE POLICE
919 HIGHWAY 14
CHRIS MILLER
CARMIL, IL 62821
UNITED STATES

---

**Line** | **Product ID** | **Description** | **Quantity** | **UM** | **Unit Amt** | **Extended Amount**
---|---|---|---|---|---|---
1 | IX-PYSY60AC | INTRAPLEX POWER SUPPLY Y-SERE | 3.00 | EA | (240.00) | (720.00)

**Subtotal:**

(720.00)

**Amount Due: USD**

(720.00)

---

**CV10002252 - US0216756**

---

This invoice is subject to the Harris Corporation Standard Terms and Conditions of Sale for Broadcast Communications Division ("Conditions") which are incorporated by reference and made a part of the contract between the parties. These Conditions shall apply to the exclusion of any other terms and conditions on which any purchase order may have been given to Harris.

---

Please reference your Bill To Account or your remittance to ensure proper credit.

For billing questions, please call: 217 221 7237

CR8

Page 1 of 1

A Charge of 1 1/2% per month of the invoice Total will be levied if not paid within the Terms of Payment indicated.
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<tr>
<th>MAJOR OBJ</th>
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**MAJOR TOTALS**

**DIVISION TOTALS**

**FUND TOTALS**

**GRAND TOTALS**

4,000.00
HARRIS CORPORATION
PO BOX 9800 W/S NO 14
MELBOURNE, FL 32902-9800

Audit Date: MAY 29, 2012
Review Date: JUL 20, 2012

Voucher No.: PT01623
Voucher Date: AUG 23, 2012
Appropriation Acct Code: 904-48360-1900-00-00
Invoice Number: INV6779032
Invoice Date: 04/25/12
Prop. Bill Date: 05/14/12

05/01/2012 05/30/2013 6200
INVOICE INV6779-03282

Voucher Amount: 4,000.00

DETAIL AMT. OBLIGATION AMT.
1289 4,000.00

TOTAL EXP 4,000.00 TOTAL OBL: 4,000.00

For Agency Use Only

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

CYNTHIA GADBERY
RECEIVING OFFICER/ENTRY USER

SCOTT KOERNEK
HEAD OF UNIT/APPROVAL USER

FORM ISP13 PRINTED: 05/15/12

BY: GADBERE
**HARRIS Proprietary**

**HARRIS CORP. - WIRELESS PRODUCTS GROUP**
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5267, FAX: 321-309-7437, wpg@harris.com

**Bill To:**
Illinois State Police  
Sgt Byron Workman  
4700 Rodgers Street  
SOCOM  
Springfield 62703

**Ship To:**
Illinois State Police  
Sgt Byron Workman  
801 South 7th Street  
Ste 300-N  
Springfield IL 62794

---

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<th>Shipping Method</th>
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<th>Req Ship Date</th>
<th>Harris Ord No.</th>
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<td>QTE6779-03403</td>
<td>ILL STATE POL</td>
<td>WPGS</td>
<td>BEST WAY</td>
<td>Net 30</td>
<td>7/9/2012</td>
<td>CRD6779-02039</td>
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Ordered Shipped: B/O Item Number Description Discount Unit Price Ext. Price

![Handwritten Notes:](image)

**Remit Payment To:**
Electronic Funds Transfer (EFT)
Harris Corporation, GCSO  
Citicorp Delaware  
Philadelphia, PA  
Account No: 30231387  
ABA Rgy No: 021000089

GCSO Mail Deposits:  
Harris GCSO  
P.O. Box 7247 - LB 6759  
Philadelphia, PA 19170-6759

GCSO Overnight Deliveries:  
Harris GCSO - LB 6759  
C/O Citibank Delaware Lockbox Operations  
1815 Byrd Road  
New Castle, DE 19720  
Gsb Ref no.: 502-323-3600

Please reference the invoice number with your payment.

![Handwritten Notes:](image)

**Invoice**

**INV6779-03282**

**Date:** 4/25/2012

**Page:** 1

**Amount:** $4,000.00

**Subtotal:** $4,000.00

**Deposit:** $0.00

**Misc:** $0.00

**Tax:** $0.00

**Freight:** $0.00

**Trade Discount:** $0.00

**Purchase Price:** $4,000.00
The Illinois State Police recently received a quote from your company for the purchase of the [censored] equipment. We are now authorized to purchase this equipment based upon your original quote of $4,000.00, which includes shipping and handling. The invoice can be paid as soon as the order is completed, but cannot exceed the amount for which this purchase was approved. Please include the following authorization number on your invoice: AN120252

Please bill the above listed purchase to Master Sergeant Darrell Aders at the following address:

Illinois State Police
SOCOM
Springfield, IL 62703-6005

Billing should be to the attention of SOCOM at the same address. If you have any questions please contact me by cell phone at (618)791-6196 or by email at byron_workman@isp.state.il.us. Thank you for your cooperation in this matter.

Sincerely,

[Signature]
Sergeant B.R. Workman #4739
FY: 12  FUND: 904  DIVISION: 49360  SUB:  84  MAJOR: 1900

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<tr>
<th>AUTHORITY NUMBER</th>
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<tr>
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END OF REPORT
## PV MODIFICATION DOCUMENT

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<th>VOUCHER #</th>
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<tr>
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<tr>
<td>OBLIGATION #</td>
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<td>VOUCHER TOTAL</td>
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<table>
<thead>
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<th>AGENCY #</th>
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<tbody>
<tr>
<td>NAME</td>
<td>Dwayne Dineen</td>
</tr>
<tr>
<td>PHONE</td>
<td>557-5010 X--4430</td>
</tr>
<tr>
<td>DATE</td>
<td>08/28/2012</td>
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### VENDOR INFORMATION

**Vendor TIN and Vendor Name may not be changed at the same time**

<table>
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<tr>
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<tbody>
<tr>
<td>PAYEE NAME 1</td>
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</tr>
<tr>
<td>PAYEE NAME 2</td>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
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<tr>
<td>CITY STATE ZIP</td>
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### DETAIL OBJECT CODES

<table>
<thead>
<tr>
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<th>CORRECTION</th>
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</table>

| DOC #1 |          |
| DOC #2 |          |
| DOC #3 |          |
| DOC #4 |          |
| DOC #5 |          |

<table>
<thead>
<tr>
<th>AMOUNT</th>
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**TOTAL** $0.00

### OBLIGATIONS

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| OB#1 |          |
| OB#2 |          |
| OB#3 |          |

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**TOTAL** $0.00

### SERVICE DATES

**Date of Service - Beginning:**

**Date of Service - Ending:**

**Activity Code:**

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<th>ORIGINAL</th>
<th>CORRECTION</th>
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| 04/30/2013 | 06/30/2012 |

### DESCRIPTION

Certification of Receiving Agency:

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and legally incurred, that such goods or services met all the required standards set forth in the purchase agreement or contract which this voucher replaces, and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 51 of "An Act to create the Bureau of the Budget and to

DOC Use Only

**Modifications Processed by:**

Initials

Agency Head (Signature)
To: Yokley, Michael (Michael.Yokley@isp.state.il.us)
Cc: Bodi, Katherine F.
Subject: NEW IOC VOUCHER RETURN.XLS
Attachments: NEW IOC VOUCHER RETURN.XLS

Please review, sign and fax to Comptroller

Thank You!
## PV Modification Document

**Voucher Information**

- **Voucher #**: 20PT01623
- **Agency #**: 493
- **Name**: Dwayne Clineen
- **Phone**: 557-6010 X–4430
- **Date**: 08/28/2012

**Vendor Information**

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<thead>
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**Detail Object Codes**

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**Original**

- **Total**: $0.00

**Obligations**

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**Service Dates**

- **Date of Service - Beginning**: 04/30/2013
- **Date of Service - Ending**: 05/30/2012
- **Activity Code**

**Description**

[Description text]

Certification of Receiving Agency:

I certify that the goods or services specified on this voucher were for the use of the agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods or services met all the required standards set forth in the procurement agreement or contract which the voucher replaces, and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of "An Act to create the Bureau of the Budget and to

[Signature]

Agency Head (Signature)
<table>
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<tr>
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<tr>
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<td>11/15/04</td>
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<tr>
<td>11/15/04</td>
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**Additional Information**

**Other Action Requested**

- Rejected Warrant Request
- Retained Warrant
- Rejected Agency Stop
- Rejected Agency Stop (Replaced by Replacement)
- Rejected Agency Stop (Replacement)
- Rejected Agency Stop (Replacement)
- Rejected Agency Stop (Replacement)

**Replacement Action Requested**

- Rejected Warrant Request
- Retained Warrant
- Rejected Agency Stop
- Rejected Agency Stop (Replaced by Replacement)
- Rejected Agency Stop (Replacement)
- Rejected Agency Stop (Replacement)
- Rejected Agency Stop (Replacement)

**Warrant Action Request**

- State of Illinois
- Judy Bar Topinka
- Controller
- Cindy Goodberry
- Authorized Agency Official
- Phone: 312-785-1444
- Address: 800 S. Dearborn St., Springfield, IL 62703

**Signature**
WH004MA CICIOCPL  VOUCHER INQUIRY  08:46 AM 04/03/2013

VOUCHER: 493 20PT01623  DATE: 08/30/2012  AMOUNT: 4,000.00
WARRANT: AIA8711858  ISSUE: 08/30/2012  AMOUNT: 4,000.00
STATUS: 0  PAID:  ARCHIVE: 

VENDOR: [Redacted]  INVOICE #: INV6779032  INVOICE: 04/25/2012
BATCH NUM: 

HARRIS CORPORATION  PROP BL DATE: 05/14/2012
PO BOX 9800 M/S RS-11A  APP TYPE: 
MELBOURNE  MLTPL ACCT:  EFT IND: N
FL 32902-9800  DRCT DPST IND: 0  DRCT DPST MLTPL:

FY: 2012  FUND: 0904  AGENCY: 493  ORG: 60  APPROP: 19000000

## OBJT VCHR LINE AMT CNTRACT NMBR BS A BEG SRVCE END SRVCE
--- --- --- --- --- --- --- --- --- --- --- --- --- --- --- --- ---
01 1229 4,000.00 05/01/2012 06/30/2012

HERE IS YOUR REQUEST; PLEASE ENTER A NEW AGENCY VOUCHER THEN PRESS ENTER.
F6=NonIssues F9=Issues F10=PTX F12=Menu
<table>
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<tbody>
<tr>
<td>Authority By:</td>
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<tr>
<td>Special Replacement</td>
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<tr>
<td>Replace</td>
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<tr>
<td>Stop-Page</td>
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<table>
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<tbody>
<tr>
<td>Affidavit</td>
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**Replacement Reasons:** Please provide a copy of your Internal Invoice Voucher (C-17) or

<table>
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<tbody>
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**Appropriation Account Code:**  
13000 1900  
904

**Vendor No/Location:**  
PV/633201P071623

**WARRANT NOT RECEIVED BY VENDOR:**

**Comments:**

**Line 1:** HARRIS CORPORATION  
**Line 2:**  
**Line 3:** PO BOX 9800 M/S RS-11A  
**Line 4:** MELBOURNE FL 32902-9800

**Payee Name and Current Address:**

**Line 1:**
**Line 2:**
**Line 3:**
**Line 4:**

**Warrant Number:** AAV711856

**Issued Date:** 04/30/12  
**Warrant Amount:** $4,000.00

**Authorized Agency Official:** (signature)

**Contact Person:** Dwayne Dennis
**Phone:** 217-557-6010 X4430
**Address:** P O BOX 1947 IT SPRINGFIELD IL 62704-9461

**Warrant Action Request:**

**Agency:** ILLINOIS STATE POLICE

**EXP # 58**
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Here is your request; please enter a new agency voucher then press enter.
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<th>VOUCHER NUMBER</th>
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**Agency Total:** 4,000.00