



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department 06	Originator Name Derrick L. Brownlee	Telephone 312-7448129	Date 07/22/19	Signature of Application Author
Contract Liaison Judith Mims	Email Contract Liaison judith.mims@cityofchicago.org	Telephone 312-742-1817		

List Name of NCRB Attendees/Department	
Carleton Nolan Derrick L. Brownlee Judith Mims	

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: **Motorola Solutions, Inc**

Contact Person: Tom Horbinski	Phone: 262-679-3209	Email: tom.horbinski@motorolasolutions.com
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Project Description: I.T. Professional Services. Motorola Solutions is a critical application for several departments. Streets and Sanitation utilize the applications for abandoned tows and vehicles under CSR. The Aviation department utilizes the application for Cityworks to assist with Asset Management and Work Order Management. ChiText is a critical component of the 311 application which allows citizens to submit service request for certain types. The Administrative Hearings Dept. utilizes the AHMS component to track court assignments and outcomes for notice of violations.

This is a request for: <input type="checkbox"/> New Contract <input type="checkbox"/> Amendment / Modification	Type of Modification <input checked="" type="checkbox"/> Time Extension <input checked="" type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change
Contract Type <input type="checkbox"/> Blanket Agreement Term: ____ (# of mo) <input type="checkbox"/> Standard Agreement	Contract Number: T26138 Specification Number: B02056214 Modification Number: 8

Department Request Approval DEPARTMENT HEAD OR DESIGNEE Carleton Nolan PRINT NAME <div style="text-align: right; margin-top: 10px;">7/22/19 DATE</div>	Recommended Approval BOARD CHAIRPERSON Steven M. Loboda PRINT NAME <div style="text-align: right; margin-top: 10px;">8/14/19 DATE</div>
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(FOR NCRB USE ONLY)
Recommend Approval/Date: _____
Return to Department/Date: _____
Rejected/Date: _____

Approved Rejected

CHIEF PROCUREMENT OFFICER

AUG 14 2019
 DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Yes. On September 3, 1996, Suncoast, Inc was awarded the first contract (T27239) to implement modules of the SunTrack proprietary software in the department of planning and development. Suncoastm, Inc. was purchased by Motorola. This contract was extended through 8/2001.

2. This is a continuation of the contract

On August 31, 2001, the City of Chicago entered into a 3-year agreement (T26138) with Motorola, with 2 (1) year extensions. This agreement was the result of an approved NCRB request.

In July 2007, the City awarded a 5-year agreement (T26138) with 2 (1) year extensions. This agreement was the result of an approved NCRB request.

On April 7, 2010, the contract was amended to Pocket CSR and CSR Mobile to the contract.

On August 20, 2011, NCRB approved a 1-year extension, an increase in vendor limit and addition to Map Viewer and the Contact Center licenses to the contract.

In May 2012, Connected Bits was added as a subcontractor to the Motorola contract for the purposes of providing a hosted solutions for the Mayors Office Open 311 Initiatives.

In July 2012, NCRB approved a 1-year extension and increase in vendor limit increase.

In October 2013 NCRB approved a 1-year extension and increase in vendor limit increase.

In November 2014 NCRB approved a 3-year extension and vendor limit increase.

3. This application is highly customized as such there are no other comparable applications without a significant loss of functionality which would severely affect operations and revenue.

4. No Motorola Solutions designed these applications specifically for the City of Chicago

5. We will meet with the effected departments to determine if there is a desire to move to another application as part of our IT assessment process.

6. We will be able to make that determination once the IT assessment is complete in 2020

ESTIMATED COST

1. \$4,666,423.00 needs to be added to the vendor limit increase and time extension to cover license fees, maintenance and support for a 2-year period 9/1/2019 thru 8/31/2021. The funding source will be corporate funds confirmed by the 2020 and 2021 budgets.

2. Fiscal Year 2020: \$2,333,211.50

Fiscal Year 2021: \$2,333,211.50

3. Cost analysis was based off of current spend for the application line items pertaining to support and maintenance. We reviewed existing terms of the contract, utilization of applications, and current scope of active applications.

4. This is a customized application with specific functions which enable us to maintain the cost a reasonable levels. This also allows the vendor to offer the solutions of other customers.

5. We reviewed the existing utilization of all application as several components have been moved to the cloud environment which will continue to lower our cost over time.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

SCHEDULE REQUIREMENTS

1. Based on the previous extension options the contract will expire on 8/31/2019.
2. These are highly customized applications which don't match marketing functionality without losing components and severely impacting daily operations. A bid process would require a business requirement process, developing of a new platform, testing, and training of new staff. Commercial Off The Shelf products will have to be customized and will increase the operations cost based on existing functionality.
3. We need to continue existing program operations to not impact the departments and citizen engagement areas. We need to continue operations after 8/31/2019.
4. Essentially, services would be impacted as this is a customized application that has been in operations for many years and it works for the departments without any operations losses. With a tight budget, and limited staff we do not have options to build a new application.

EXCLUSIVE OR UNIQUE CAPABILITY

1. We have no intention to bring it outside consultants to provide services or support to these applications.
2. The Motorola Solutions, Inc personnel have been providing support and maintenance to the Motorola application since 1996. There are no other authorized third party vendors to provide support for the customized Motorola applications.
3. In the late 1990's the City was remediating and replacing software to ensure City applications could handle Y2K dates. Suncoast provided a configurable Y2K compliant application. We have unique interfaces with other City applications to share date and as issues arise Motorola Solutions, Inc has an experience team that understands all of our environments.
4. Several of our applications are in the Motorola cloud environment
5. Specific integrations to GIS for scheduling, integrations to CSR database, assistance with reconciliation process for invoices that are integrated with other applications.
6. We have to plans to secure additional items
7. We do not require any additional equipment or devices to maintain operations.
8. We do not require any replacement of devices, equipment, or replacement parts for this contract.

OTHER



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.

Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date:
July 3, 2019

Department Name:
Innovation and Technology

Requisition No: 291898 **Specification No:** B02056214

PO No: 20293 **Modification No:** 14

Contract Liaison:
Judith Mims

Telephone:
x2-1817

Email:
Judith.Mims@cityofchicago.org

Project / Program Manager:
Derrick Brownlee

Telephone:
x4-8129

Email:
Derrick.Brownlee@cityofchicago.org

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. **Note:** 1) **Funding:** Attach information if multiple funding lines; 2) **Individual Contract Services:** Include approval form signed by Department Head and OBM; 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

***By signing this form, I attest that all information provided is true and accurate.**

***Contract Liaison Signature**

Project Title:
NCRB Request for Time Extension and Vendor Limit increase

Project Description:
IT SOFTWARE & PROFESSIONAL SERVICES FOR 311 SYSTEM

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1	019	0100	06	2005	0138	-0-	-0-	-0-	\$4,666,423.00
2	019	0100	06	2005	0138	-0-	-0-	-0-	-0-

Check One:

New Contract Request

**By signing below, I attest the estimates provided for this contract are true and accurate.*

***Project / Program Manager Signature**

***Commissioner/Authorized Designee Signature**

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Purchase Order Information:

Contract Term (No. of Months): 240 months

Extension Options (Rate of Recurrence): n/a

Estimated Spend/Value: \$ 40,220,151.64

Grant Commitment / Expiration Date:

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Modification or Amendment

Modification Information:

PO Start Date: 8/31/19

PO End Date: 8/31/21

Amount (Increase/Reduction): \$4,666,423.00

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify):

Risk Management / EDS

Insurance Requirements (included) Yes No

EDS Certification of Filling (included) Yes No

Vendor Info:

Name: MOTOROLA INC FKA SUNCOAST

Contact: Tom Horbinski

Address: 1393 E. Algonquin Rd. Schaumburg IL 60016

E-mail: Tom.Horbinski@motorolasolutions.com

Phone: 262-679-3209



DEPARTMENT OF INNOVATION AND TECHNOLOGY
CITY OF CHICAGO

MEMORANDUM

To: Shannon Andrews
Chief Procurement Officer
Procurement Services

From: Carleton Nolan 
Acting Commissioner/Chief Information Officer
Innovation & Technology

Date: July 22, 2019

Re: IT SOFTWARE & PROFESSIONAL SERVICES FOR 311 SYSTEM
Request for NCRB Approval for Vendor Limit Increase & Time Extension
Req. 154028 Specification: B02056214
MOTOROLA INC FKA SUNCOAST
Current/Expiring Contract Number (if applicable): PO T26138
Expiring Specification Number (if applicable): n/a
Original Start Date (if applicable): 08/31/2001
Original End Date (if applicable): 08/31/2004
Current End Date (if applicable): 08/31/2017
Current End Date (if application): 08/31/2019

The Department of Innovation & Technology (DOIT) is requesting an additional extension to **Contract (PO) Number T26138** due to the urgency of the CRM systems and time constraints. The additional extension is for the maintenance and support of the current CRM (Customer Relationship Management) systems which include the 311/CSR (Customer Service Request) system, Administrative Hearings Management System (AHMS), SunTRACK Permitting, and Application Hub. The contract has been extended for an additional three (3) year period. The extension will expire 8/31/2019.

The delayed submission of this request is attributed to a shortage of resources within DoIT's program management and contract administration functions. To prevent this situation from occurring in the future, DoIT recently on-boarded an additional contract administrative resource and will be looking to hire a new program manager once approval is received.

DoIT recently implemented a new CRM application to replace the previous CSR application for 311. Additionally, we will need the services for the achieved data as well. This request also includes the support and maintenance for Aviation and Streets and Sanitation Cityworks application, and the ChiText 311 application.

The City will require the use of the existing Motorola systems for AHMS, NSR, and Cityworks. The additional extension would be for a **two-year term** with a vendor limit increase of **\$4,666,423,00**. It is also requested that this additional extension includes two (1) year contract extension options.

The Motorola systems are vital to the City's 24 x 7 x 365 operations which include the 311 Call Center, Streets and Sanitation, Water and CDOT. The system also provides the ability to interface and share information with other critical systems. In addition, the 311/CSR system is utilized to support the Mayor's Open Data initiative.

Attached id the NCRB justification package, a Project Checklist, EDS, and MBE/WBE compliance plan.

Carleton Nolan, Acting DoIT Commissioner, Derrick L. Brownlee, Managing Deputy CIO, and Judith Mims, DoIT Contract Coordinator will be the primary representatives at the NCRB meeting.

attachments

cc: NCRB
J. O'Brien/DPS
C. Nolan/DoIT
D. Brownlee/DoIT
J. Mims/DoIT



July 9, 2019

Shannon E. Andrews
City of Chicago
Chief Procurement Officer

City Hall, Room 806
121 N. LaSalle Street
Chicago, IL 60602

**RE: Motorola Solutions Contract Number: T26138
Software Maintenance, Support and Professional Services for 311 Systems (CSR,
AHMS, SunTRACK Permitting, and System Integration)
Contract Extension**

Dear Ms. Andrews:

Thank you for the opportunity that this contract extension provides Motorola Solutions to continue serving the City of Chicago and its citizens. At Motorola Solutions, we understand how important these applications are to many City of Chicago departments, who strive to provide citizens with critical services such as 311, administrative hearings, permitting, and much more.

Motorola Solutions agrees that the terms and conditions of the current contract, number T26138, and its current fee schedule shall apply to the proposed extension in full as though set forth therein, and shall remain in full force and effect during the term of the extension unless amended by the parties in accordance with that contract.

Motorola Solutions looks forward to continuing to provide the City of Chicago quality services in support of this contract and delivering value.

Please direct any further correspondence to Tom Horbinski, Program Manager (224) 715-9619.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Twohig', written over a light blue horizontal line.

Dan Twohig
Vice President Sales
Software Enterprise
Motorola Solutions, Inc.

NO CHANGE
Dennis G. Brown
7/22/19

Exhibit 5.1
Fee Schedule

A. Motorola COTS System Maintenance

- (1) Maintenance Fees for Customer Service Request (CSR) 508 User Concurrent License will be 20% of the \$1,375,000 software valuation per year, or \$275,000.
- (2) Maintenance Fees for Administrative Hearings Management System (AHMS) 200 Concurrent User License will be 20% of the \$975,000 software valuation per year, or \$195,000.
- (3) Maintenance Fees for the CSR Application Hub integration system; Production and Test Instances, Standard EAI Connectors, and Non-Standard EAI Connectors will be \$75,000.
- (4) Maintenance Fees for the AHMS Application Hub integration system; Production and Test Instances, Standard EAI Connectors, and Non-Standard EAI Connectors will be \$75,000.
- (5) Maintenance Fees for the PocketCSR License will be 20% of the software valuation per year. Software valuation is calculated by adding the application fee of \$15,000 to the license fee. License fee for PocketCSR is \$750 multiplied by the number of user licenses.
- (6) Maintenance Fees for the CSR Mobile License will be 20% of the software valuation per year. Software valuation is calculated by adding the application fee of \$15,000 to the license fee. License fee for CSR Mobile is \$1,000 multiplied by the number of user licenses.
- (7) Maintenance Fees for the MapViewer License will be 0% of the software valuation per year.
- (8) Maintenance Fees for the Contact Center Licenses will be 0% of the software valuation per year.

B. Motorola Non-COTS System Retainer/Time and Materials Support

- (1) A Motorola Non-COTS System Support Retainer will be charged annually. The City will not draw down on this Retainer. The Retainer will be \$225,000 in the first year of the contract. The Retainer was reduced to \$198,500 by Amendment Four. If Non-COTS systems are replaced, the Retainer will be reduced in the next year's renewal based on the allocation below:
 - i. CDOT Permitting – 45%
 - ii. Sewer Permitting – 20%
 - iii. CASE Permitting – 10%
 - iv. Citizen Utility Alert Network (CUAN) – 6%
 - v. Internet Truck/Use Permitting – 6%
 - vi. Traffic Services Subsystem (CSR & AHMS) - 5%
 - vii. Forestry Subsystem - 2%
 - viii. CARTS Subsystem - 2%
 - ix. Sewers Subsystem (deleted by Amendment 3) - 2%

- x. Electricity Work Ticket - 1%
- xi. *Animal Care and Control (deleted by Amendment 3)* - 1%

(2) System Maintenance and Technical Phone Support for the Non-COTS Applications listed below will be handled on a Time and Materials basis. At the beginning of each year of the contract, the City will issue a minimum of \$200,000 to draw down on for Time & Materials billing. At least fifty percent (50%) of this amount must be reserved for technical trouble-shooting, software defect fixes, and emergency support services. The remaining amount may be used for enhancements (see B.(3) for enhancement definition and scheduling of resources). If Non-COTS Systems are replaced, the Retainer will be reduced in the next year's renewal based on the allocation above (see B.(1)).

In the event that the Time and Materials funds are exhausted, the City must issue a Recurring Service Order for a total of \$16,000 multiplied by the number of months remaining in the calendar year.

- i. CSR Subsystems
 - 1. Forestry
 - 2. CARTS
 - 3. Traffic Services
 - 4. Electricity Work Ticket
 - 5. *Sewers (deleted by Amendment 3)*
 - 6. *Animal Care and Control (deleted by Amendment 3)*
- ii. CSR Database Modules (as defined in Exhibit 1.4)
- iii. CSR Reports (as defined in Exhibit 1.4)
- iv. AHMS Subsystems
 - 1. Traffic Services Amount Due Form and Report
 - 2. Traffic Services Revenue Report
 - 3. View Payments
- v. AHMS Database Modules (as defined in Exhibit 1.4)
- vi. AHMS Reports (as defined in Exhibit 1.4)
- vii. Core NSR Application
- viii. CDOT Permitting
 - 1. CSR Interface
 - 2. Recaps Interface
- ix. Sewer Permitting
 - 1. Recaps Interface
- x. CASE Permitting
 - 1. Recaps Interface
- xi. Citizen Utility Alert Network (CUAN)
- xii. Internet Truck/Use Permitting

(3) It is the City's responsibility to appoint a Project Manager for the Non-COTS Systems to maintain a list of requested enhancements, and to prioritize those

enhancements. Motorola will schedule resources to only one enhancement at a time; however, technical trouble-shooting, software defect fixes, and emergency support services will take precedence over the enhancement schedule.

- (4) Provide a quarterly summary report of hours allocated to Non-COTS System support and Non-COTS System enhancements.

C. Program Management

- (1) Motorola will appoint a Program Manager to oversee Product Maintenance, Time and Materials Non-COTS System Support, Non-COTS System Enhancements, new projects executed as Work Orders, and new services executed as Recurring Service Orders for an annual cost of \$225,000.
- (2) The Motorola Program Manager will host a weekly status meeting with key stakeholders from the City of Chicago to review (the weekly status meeting may be cancelled or postponed if mutually agreed upon):
 - i. Recent Deployments
 - ii. Open Maintenance Activities
 - iii. Requested Enhancements
 - iv. Active Project Status
- (3) Provide management services including coordination, direction, and oversight of Motorola participation under this contract.
- (4) The City of Chicago's general responsibilities include the following:
 - i. Designate an Executive Sponsor to provide strategic guidance and senior management oversight to the City's team.
 - ii. Provide a customer Program Manager as a primary point of contact for day to day activities.
 - iii. Provide a customer Project Manager as a primary point of contact for managing Non-COTS System maintenance, support and enhancements.
 - iv. Provide support for and counterparts to the Motorola technical team. This generally involves:
 - 1. Providing access to key personnel in a timely manner,
 - 2. Providing access to facilities and equipment,
 - 3. Providing timely responses to Motorola requests for information necessary for the performance of this contract,
 - 4. Review and comment on project progress and status reports,
 - 5. Support a safe work environment for all activities,
 - 6. Work with the Motorola Program Manager in the resolution of project issues,
 - 7. Participate in and support overall project scheduling, with regard to City of Chicago's responsibilities/activities.

D. Hourly Rates for Time and Materials Orders Billing

Applicable to First Year

Category	Rate
Labor performed Off-Site by technical support staff	\$169

Labor performed Off-Site by technical management staff	\$220
Labor performed On-Site by personnel on travel status	\$220
Labor performed On-Site by residents of the Chicago geographical area (not on travel status) AND are not MBE/WBE	\$200
Hourly rate for time and material orders/billing for MBE & WBE	\$220

Fees and hourly rates will not be increased for a period of one year from the Effective Date of this Contract. Fees and Hourly Rates are subject to increase by Motorola at a rate of ten percent (10%) upon the first anniversary of the Effective Date and shall be subject to an increase thereafter.

E. Summary

Product Description	Valuation	Maintenance Factor	Annual Maintenance Charges
CSR 508 User License	\$1,375,000	20%	\$275,000
CSR Application Hub			\$75,000
AHMS 200 User License	\$975,000	20%	\$195,000
AHMS Application Hub			\$75,000
PocketCSR	\$15,000 + (\$750 x # User Licenses)	20%	TBD
CSR Mobile	\$15,000 + (\$1000 x # User Licenses)	20%	TBD
CSR MapViewer	\$50,000	0%	\$0
CSR Contact Center	\$50,000	0%	\$0
Custom Time & Materials Support	Full System	Percent of System in Production Use	Annual Support Charges
Custom Support Retainer	\$198,500	97%	\$192,545
Time & Materials Open Services	\$200,000	97%	\$194,000
Program Manager			Program Manager Annual Charge
Program Management			\$225,000
Total Annual			\$1,231,545 + TBD Maintenance Charges for PocketCSR and CSR Mobile



Dan Twohig
Vice President Sales
Software Enterprise
Motorola Solutions, Inc.



July 8, 2019

Shannon E. Andrews
City of Chicago
Chief Procurement Officer

City Hall, Room 806
121 N. LaSalle Street
Chicago, IL 60602

**RE: Motorola Solutions Contract Number: T26138
Software Maintenance, Support and Professional Services for 311 Systems (AHMS,
SunTRACK Permitting, CSR and System Integration)
Contract Extension**

Dear Ms. Andrews:

The City of Chicago uses Motorola Solution's Administrative Hearings Management System (AHMS) as the backbone technology behind the Department of Administrative Hearings operations. Motorola Solution's AHMS is a standardized software application that manages the entire administrative hearings process inclusive of tracking participants (individuals or companies), scheduling resources (facilities, judges, participants), and maintaining a secure audit trail of the adjudication process and actions taken. AHMS is interfaced to the City's document management system to facilitate efficient handling of associated documents, as well as cashiering services to facilitate payment of fines. AHMS is highly configurable to meet the City's changing needs as well as specific codes and customs.

There are currently no authorized third parties to provide support of the AHMS system, thus Motorola Solutions is the sole provider of maintenance and support services for the AHMS system.

In addition to AHMS, Motorola Solutions also supports the SunTRACK Permitting, and System Integration between these enterprise applications, as well as integrating the third-party software solutions, which is facilitated by the Application Hub product.

Motorola Solutions is the only vendor that can support, maintain, and service SunTRACK Permitting, and the Application Hub.

Please direct any further correspondence to Tom Horbinski, Program Manager (224) 715-9619.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Twohig'.

Dan Twohig
Vice President Sales
Software Enterprise
Motorola Solutions, Inc.



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

FOR
NON-CONSTRUCTION
PROJECTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: IT SOFTWARE & PROFESSIONAL SERVICE

Specification No.: T26138 Modification 11

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Motorola Solutions, Inc.
 (Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: Montel Technologies, Inc.
Address: 333 W. Ohio Street, Chicago, IL 60654
Contact Person: Ray Montelongo

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: 815-966-1267

Dollar Value of Participation \$ 811,200

Percentage of Participation % 16.9

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % 16.9

2. Name of MBE/WBE: Cily Lights, LTD.

Address: 9993 Virginia Avenue, Chicago Ridge, IL 60415

Contact Person: Jacqueline Hoffman

Phone Number: 708-581-7110

Dollar Value of Participation \$ 216,000

Percentage of Participation % 4.5

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % 4.5

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Montel Technologies, Inc.	\$811,200	16.9%
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
City Lights, LTD.	\$216,000	4.5%
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Tim Joyce

847-682-4751

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Motorola Solutions, Inc.

(Name of Prime Contractor - Print or Type)

State of: Illinois

[Handwritten Signature]

(Signature)

County of: Cook

Sr. Account Manager - City of Chicago

(Name/Title of Affiant - Print or Type)

2-6-17

(Date)

On this 6TH day of FEBRUARY, 2017, the above signed officer Tim Joyce

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Tangy McGee

(Notary Public Signature)

SEAL:

Commission Expires: May 11, 2020



Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Montel Technologies, Inc.	\$811,200	16.9%
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
City Lights, LTD.	\$216,000	4.5%
Total Indirect WBE Participation		



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1
DBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: IT SOFTWARE & PROFESSIONAL SERVICE Specification

No.: T26138 Modification 11

From: City Lights, LTD.
(Name of DBE Firm)

To: Motorola Solutions, Inc. and the City of Chicago.
(Name of Prime Contractor/Consultant)

The DBE status of the undersigned is confirmed by the attached City of Chicago or Illinois Uniform Certification Program Certification Letter dated: May 13, 2016

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the DBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Electrical Contractors

The above described performance is offered for the following price and described terms of payment:

\$216,000 4.5% Indirect participation

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the DBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

0 % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

NOTICE: If any of the DBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. DBE credit will not be given for work subcontracted to Non-DBE contractors, except for as allowed in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

X [Signature]
(Signature of President/Owner/CEO or Authorized Agent of DBE)

September 20, 2016
(Date)

Jacqueline Hoffman/President
(Name/Title-Please Print)

info@citylightsltd.com
(Email & Phone Number)

773-626-9162



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 13 2016

Jacqueline Hoffman
City Lights, Ltd.
9993 Virginia Avenue
Chicago Ridge, IL 60415

Dear Jacqueline Hoffman:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm **City Lights, Ltd.** continues to meet the **Disadvantaged Business Enterprise ("DBE")** program certification eligibility standards set forth in 49 CFR Part 28. Your next No Change Affidavit is due May 1, 2017.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within **thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s)

237310 - Highway, Street, and Bridge Construction
238210 - Electrical contractors

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,

Rich Butler
First Deputy Procurement Officer

RB/sl

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1
DBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: IT SOFTWARE & PROFESSIONAL SERVICE Specification

No.: T26138 Modification 11

From: Montel Technologies, Inc.
(Name of DBE Firm)

To: Motorola Solutions, Inc. and the City of Chicago.
(Name of Prime Contractor/Consultant)

The DBE status of the undersigned is confirmed by the attached City of Chicago or Illinois Uniform Certification Program Certification Letter dated: 04/30/2014

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the DBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Computer systems integrator services

The above described performance is offered for the following price and described terms of payment:

\$811,200 16.9% indirect participation

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the DBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

0 % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

NOTICE: If any of the DBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. DBE credit will not be given for work subcontracted to Non-DBE contractors, except for as allowed in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Ray Montelongo 09/26/2016
(Signature of President/Owner/CEO or Authorized Agent of DBE) (Date)

Ray Montelongo
(Name/Title-Please Print)

ray@monteltech.com 815-966-1267
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 30 2014

Ray Montelongo
Montel Technologies, LLC.
333 W. Ohio Street
Chicago, IL 60654

Dear Mr. Montelongo:

We are pleased to inform you that **Montel Technologies, LLC.** has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/30/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **04/30/2015, 04/30/2016, 04/30/2017, and 04/30/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/30/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/28/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 143710

Date of This Filing:07/16/2019 05:50 PM

Certificate Printed on: 07/16/2019

Original Filing Date:07/16/2019 05:50 PM

Disclosing Party: Motorola Solutions, Inc

Title:Senior Account Manager

Filed by: Mr. Thomas Dobbertin

Matter: IT SOFTWARE & PROFESSIONAL
SERVICES FOR 311 SYSTEM

Applicant: Motorola Solutions, Inc

Specification #: B02056214

Contract #: T26138

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Chicago Department of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All Entities as required in writing prior to the date of loss

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire and New Jersey

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written contract prior to loss and allowed by law

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, Dist. Of Col, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont, West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the state of New York, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005169-089

Effective Date

Premium \$

Issued to Motorola Solutions, Inc.